

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (“Agreement”) is entered into and effective November 6, 2009 (the “Effective Date”) by and between Administration Resources Corporation, a Minnesota Corporation with a principal business address of 11490 Xeon St. NW, Suite 200, Coon Rapids, Minnesota 55448, dba OptumHealth Financial Services, (“Plan Supervisor”), and City of Tempe (“Plan Sponsor”), with a principal address of 20 East Sixth Street, Tempe, Arizona 85280.

WHEREAS, Plan Supervisor, itself and through its affiliates, is engaged in business as a provider of high quality financial, recordkeeping and administrative products and services; and

WHEREAS, Plan Sponsor desires to acquire from Plan Supervisor, and Plan Supervisor desires to provide to Plan Sponsor, certain products and services subject to the terms and conditions set forth herein in this Agreement.

NOW, THEREFORE, in consideration of the promises and covenants contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties mutually agree to the following terms and conditions:

1. **Services**

1.1 Plan Supervisor Services. Plan Supervisor agrees to make available and perform, directly or through one or more of its affiliates, and Plan Sponsor agrees to accept those certain services identified in one or more schedules to this Agreement (collectively “Services”). Plan Supervisor will provide or make available such Services to Plan Sponsor in accordance with the terms and conditions of this Agreement and the applicable schedule (collectively “Schedule”) and each Schedule executed by Plan Supervisor and Plan Sponsor shall be deemed to incorporate all of the terms and conditions of this Agreement. In the event that a provision in a Schedule conflicts with, waives, limits or releases a provision in this Agreement, the provision of this Agreement will prevail unless the Schedule specifically states that the provision in the Schedule will prevail.

1.2 Customized Services. During the Term of this Agreement, Plan Sponsor may request in writing that Plan Supervisor provide specific customized services (“Customized Services”) or additional services (“Additional Services”) that Plan Supervisor does not already offer or provide to Plan Sponsor, including requests for custom interfaces to its internal or operational systems. References to “Services” in this Agreement shall include Customized and/or Additional Services. Within thirty (30) days of the request, Plan Supervisor will respond in writing with an initial response based on the information provided by Plan Sponsor. Plan Supervisor will, in its sole discretion, determine whether it will provide the requested Customized and/or Additional Services. If Plan Supervisor elects to provide such Customized and/or Additional Services, the parties will mutually agree on a statement of work (“SOW”), the form of which will be provided by Plan Supervisor, which will, at a minimum: (a) detail the services to be provided and the term for which they are being provided; (b) the fees to be paid by Plan Sponsor to Plan Supervisor for such services; (c) any service level commitments to which the parties agree in connection with such services; and (d) any other terms and conditions to which the parties agree. Each SOW executed by Plan Supervisor and Plan Sponsor shall be deemed to incorporate all of the terms and conditions of this Agreement and in the event that a provision in an SOW conflicts with, waives, limits or releases a provision in this Agreement, the provision of this Agreement will prevail unless the SOW specifically states that the provision in the SOW will prevail.

1.3 Improvements and Modification of Services. Plan Supervisor reserves the right to upgrade or improve any Services provided or made available to Plan Sponsor hereunder and in any Schedule and SOW, including but not limited to, the improvement or modification of any Customized Services, Additional Services, facility, system, equipment, and personnel in connection therewith. Subject to the terms and conditions set forth

herein, after the Effective Date, Plan Sponsor may request changes to Services being provided by Plan Supervisor, and if Plan Supervisor agrees to provide the requested changes, Plan Sponsor shall bear all charges, fees, and costs, at Plan Supervisor's then-current time and materials rates for professional development services, for each hour and all materials associated with any such changes.

1.4 Provision of Services and Standard of Care. In performing the Services contemplated under this Agreement, each Schedule and any applicable SOW throughout the Initial Term and each Renewal Term, Plan Sponsor shall not contract with any other party to provide services similar to the Services and Plan Supervisor shall have the sole and exclusive right to provide the Services, including but not limited to, all facilities, systems, equipment, networks and personnel in connection therewith. For so long as no event of default by Plan Sponsor has occurred and is continuing, Plan Supervisor agrees to provide the Services in accordance with the standards set forth in each Schedule and, if applicable, SOW (the "Standards"). In the absence of such Standards, Plan Supervisor shall exercise ordinary care and diligence as typically provided in the normal course and scope of business by the same or a similar service provider within the administration industry, in providing the Services, including the selection and use of facilities, systems, equipment, networks, and personnel required for such performance.

1.5 Intellectual Property Rights

(a) Intellectual Property. As used in this Agreement, any Schedule and applicable SOW, the term "Intellectual Property" shall mean any of the following in any form or media: (i) formulae, algorithms, processes, procedures and methods; (ii) Company name, trademarks, service marks, names, words, titles, phrases, designs, ideas, concepts, research, discoveries, inventions (whether or not patentable or reduced to practice) and invention disclosures; (iii) know-how, trade secrets and proprietary information and methodologies; (iv) technology; (v) computer software (in both object and source code form); (vi) databases; (vii) expressions, works and factual and other compilations; (viii) protocols and specifications; (ix) visual, audio and audiovisual works (including art, illustrations, logos, icons, graphics, images, music, sound effects, recordings, lyrics, narration, text, animation, characters, designs and all other audio, visual, audiovisual and textual content); (x) records of each of the foregoing, including documentation, design documents and analyses, studies, programming tools, plans, models, flow charts, reports, letters, memoranda and drawings; and (xi) any updates, modifications, enhancements and derivatives thereto.

(b) Plan Sponsor IP. All Intellectual Property owned by Plan Sponsor and in existence on the Effective Date, or, if created or acquired thereafter, created or acquired independently from and not based on Plan Supervisor IP, Developed Works, or the receipt or performance of the Services, together with all related rights, title and interests thereto, shall continue to be owned exclusively by Plan Sponsor (collectively, "Plan Sponsor IP"). Plan Supervisor shall have no right, title, or interest in or to Plan Sponsor IP, except for the limited right to receive and use Plan Sponsor IP as is reasonably necessary in connection with the performance of the Services hereunder.

(c) Plan Supervisor IP. All Intellectual Property owned by Plan Supervisor and in existence on the Effective Date and created or acquired thereafter, together with all related rights, title and interests thereto, shall continue to be owned exclusively by Plan Supervisor (collectively, "Plan Supervisor IP"). Plan Sponsor shall have no right, title, or interest in or to Plan Supervisor IP except as enumerated in this Agreement and Plan Sponsor shall retain or affix such evidences of ownership and proprietary notices as Plan Supervisor may reasonably request.

(d) Developed IP. All Intellectual Property and any related rights, title and interests associated therewith developed, in whole or in part, directly or indirectly in connection with this Agreement, any Schedule or applicable SOW shall be exclusively owned by Plan Supervisor ("Developed Works"). Upon request, Plan

Sponsor agrees to execute and deliver to Plan Supervisor all documents and provide all testimony to register and enforce, solely in the name of Plan Supervisor, any rights in the Developed IP.

(e) License to Use Intellectual Property. Plan Sponsor hereby grants to Plan Supervisor a nonexclusive limited license to use Plan Sponsor's Intellectual Property for advertising and other purposes necessary or desirable to provide the Services. Plan Supervisor is authorized to permit a third party to use Plan Sponsor's Intellectual Property to the extent needed or desirable to provide Services to Plan Sponsor hereunder.

(f) Systems. The Plan Supervisor System contains information and computer software that are proprietary and Confidential Information of Plan Supervisor, their suppliers and licensors. Plan Sponsor agrees not to attempt to circumvent the devices employed by Plan Supervisor to prevent unauthorized access thereto, including but not limited to, alterations, decompiling, disassembling, modifications and reverse engineering thereof. "Plan Supervisor System" shall mean Plan Supervisor's systems and equipment obtained for or used by Plan Supervisor from time to time to perform tasks and services related to this Agreement, including without limitation computers and related hardware, hardware configurations, operations systems and related firmware, proprietary software and other software and related algorithms, and other data and facilities (including internet connectivity, as applicable), together with any modifications, enhancements and updates thereto.

2. **Taxes and Terms of Payment**

2.1 Fees. Plan Sponsor hereby agrees to pay Plan Supervisor those amounts set forth in each Schedule and applicable SOW for the Services, including but not limited to, any Additional and Customized Services. All fees shall become effective as indicated on the applicable Schedule and/or SOW and Plan Supervisor shall provide Plan Sponsor with at least sixty (60) days written notice prior to the effective date of any change, modification or waiver of any such fees. Such notice shall act to amend, and shall be a part of, this Agreement and any applicable Schedule or SOW. Plan Sponsor shall pay Plan Supervisor for any additional billable services, which Plan Sponsor requests and Plan Supervisor performs and which are not specified in any Schedule or SOW, at Plan Supervisor's then-current time and materials rates. Plan Sponsor will reimburse Plan Supervisor for all reasonable out of pocket expenses incurred in performing under this Agreement, to the extent not waived in the Fee Schedule sent with the Schedule of VEBA and Health Reimbursement Arrangement (VEBA/HRA) and Recordkeeping Administrative Services agreement, including transportation, hotel accommodations, meals, telephone calls, and overnight couriers. Expenses reimbursed under this Section 2.1 are not refundable by Plan Supervisor to Plan Sponsor for any reason.

2.2 Invoices. Plan Supervisor will send an invoice to Plan Sponsor on a monthly or quarterly basis for all Services applicable to each month during the Term, which shall include charges for all Services to be provided during the current month for which a recurring fee is charged, and for time and material expenses incurred in the prior month. Any invoice sent by Plan Supervisor to Plan Sponsor shall be stated in, and all payments made in, U.S. dollars. Plan Sponsor agrees to pay all amounts invoiced by Plan Supervisor within thirty (30) days after the date of each invoice. Payments not received by the due date shall bear interest at a rate equal to the lesser of one and one-half percent (1½ %) per month, or the maximum rate allowed by law.

2.3 Funding. Plan Supervisor shall have no responsibility, risk, liability or obligation for the funding of any plan benefits. The responsibility and obligation for funding plan benefits shall be the sole and total responsibility of the Plan Sponsor. Plan Supervisor is not responsible for requiring that any contributions be made, or for determining that the contributions that are received by any trust comply with the terms of any plan. Plan Sponsor understands and agrees that Plan Supervisor shall not be obligated to at any time extend or otherwise grant any extension of credit or other financial accommodation to Plan Sponsor in connection with the Services provided herein.

3. **Records and Information**

3.1 Records. Each party agrees to maintain accurate and complete records, data and other documentation (“Records”) relating to the provision and receipt of Services under this Agreement and any applicable Schedule or SOW. All of Plan Supervisor’s Records will be maintained by Plan Supervisor in accordance with Plan Supervisor’s then current document retention practices (“Retention Practices”) and nothing contained in this Section shall be construed as requiring Plan Supervisor to maintain any Records for any period of time in excess of the periods required by Plan Supervisor’s Retention Practices, which periods shall in no event be less than those required by applicable law.

3.2 Data and Information. Insofar as the performance of Services under this Agreement by Plan Supervisor requires data, documents, information or materials of any nature to be furnished, in whole or in part, by Plan Sponsor or Plan Sponsor’s employees, agents or other representatives, or requires other services to be performed by Plan Supervisor or Plan Supervisor’s employees, agents or other representatives, Plan Sponsor hereby agrees to furnish or cause its employees, agents or other representatives, to furnish all such data, documents, information and materials and to perform all such services within a reasonable time, and in such form or manner, as is necessary in order to enable Plan Supervisor to perform Services hereunder in a timely manner.

4. **Confidentiality**

4.1 Confidentiality Obligations. The parties acknowledge that Plan Sponsor is a governmental entity and subject to public record requirements that restrict its ability to designate certain materials as confidential. With respect to materials that are not determined to be public records in good faith by the Plan Sponsor, the following shall apply: From time to time, either party (the “Disclosing Party”) may disclose or make available to the other party (the “Receiving Party”), whether orally or in physical form, confidential or proprietary information concerning the Disclosing Party and/or its business, vendors, products or services in connection with this Agreement (together, “Confidential Information”). Confidential Information of Plan Sponsor includes, without limitation, systems architecture, policies and procedures, customer, employee, provider, vendors, member and beneficiary information, claims information, vendor information (including agreements, software and products), product plans, and any other information which is normally and reasonably considered confidential. Confidential Information of Plan Supervisor includes, without limitation, software, the Plan Supervisor System and system architecture, processes, policies and procedures, and customer, employee and provider information and product and business plans, and any other information which is normally and reasonably considered confidential. The terms of this Agreement, each Schedule and SOW and the negotiations leading thereto shall be the Confidential Information of both parties and may be disclosed to third parties only with the consent of both parties hereto. Each party agrees that during the Term and thereafter: (a) it will use Confidential Information belonging to the Disclosing Party solely for the purpose(s) of this Agreement; and (b) it will take all reasonable precautions to ensure that it does not disclose Confidential Information belonging to the Disclosing Party to any third party (other than the Receiving Party’s employees and/or professional advisors on a need-to-know basis who are bound by obligations of nondisclosure and limited use at least as stringent as those contained herein) without first obtaining the Disclosing Party’s written consent. Upon request by the Disclosing Party, the Receiving Party will return all copies of any Confidential Information to the Disclosing Party, or, if the return of such or a portion of such Confidential Information is not possible using commercially reasonable efforts, the Receiving Party will destroy such Confidential Information. The Receiving Party will be responsible for any breach of this Section by its employees, representatives, and agents.

4.2 Exclusions. The term “Confidential Information” will not include any information that the Receiving Party can establish by written evidence: (a) was independently developed by the Receiving Party without use of or reference to any Confidential Information belonging to the Disclosing Party; (b) was acquired by the Receiving Party from a third party having the legal right to furnish same to the Receiving Party without disclosure restrictions; or (c) was at the time in question (whether at disclosure or thereafter) generally known by or available to the public (through no breach of this Agreement by the Receiving Party).

4.3 Required Disclosures. These confidentiality obligations will not restrict any disclosure required by order of a court or any governmental agency, provided that in the case of an order, the Receiving Party gives prompt notice (unless prohibited by applicable law from providing such notice) to the Disclosing Party of any such order and reasonably cooperates with the Disclosing Party at the Disclosing Party’s request and expense to resist such order or to obtain a protective order.

4.4 Injunctive Relief. The parties acknowledge and agree that the disclosure of Confidential Information may result in irreparable harm for which there is no adequate remedy at law. The parties therefore agree that the Disclosing Party shall be entitled to seek an injunction in the event the Receiving Party violates or threatens to violate the provisions of this Section and that no bond will be required. This remedy will be in addition to any other remedy available at law or equity.

5. **Term of the Agreement**

5.1 Initial Term. The term of this Agreement shall begin on the Effective Date and shall continue in full force and effect for a period of five (5) years (“Initial Term”).

5.2 Renewal. Upon the expiration of the Initial Term of this Agreement, this Agreement may be renewed as agreed to between the parties for consecutive one (1) year terms during each of the five (5) years thereafter (“Renewal Term”) until and unless terminated as provided in Section 5.3 hereunder.

5.3 Termination at End of Initial Term. Subject to providing sixty (60) days prior written notice, either party hereto may terminate this Agreement at the end of the Initial Term or any time thereafter.

5.4 Termination by Plan Supervisor. Plan Supervisor may terminate this Agreement at any time in the event Plan Sponsor fails to make or adequately and timely provide for the payment of fees and expenses due hereunder, but only if Plan Supervisor gives Plan Sponsor written notice of such failure and Plan Sponsor fails to remedy such failure within thirty (30) days after its receipt of said notice. Upon the expiration of the thirty (30) day period, Plan Supervisor may terminate this Agreement by giving Plan Sponsor written notice, which termination shall be effective immediately upon Plan Sponsor’s receipt of such notice. If such failure to pay is remedied by Plan Sponsor within such thirty (30) day period, then this Agreement shall continue as though no such notice had been given.

5.5 Early Termination by Plan Sponsor. Plan Sponsor may terminate this Agreement at any time during the Initial Term or any subsequent Renewal Term by giving at least sixty (60) days prior written notice to Plan Supervisor. In the event Plan Sponsor elects to terminate this Agreement without cause or for convenience at any time pursuant to this Section 5, and such termination is effective before the last day of the Initial Term. Plan Sponsor shall pay those amounts set forth in each Schedule and applicable SOW for the Services, including but not limited to, any Additional and Customized Services for each month (prorated for partial months) that the termination date requested by Plan Sponsor precedes the termination date of this Agreement as set forth in this Section 5.

5.6 Default and Remedies. If either party fails to observe, keep or perform any material term or condition of this Agreement, any Schedule or SOW required to be observed, kept or performed by that party, the other

party, in addition to any other rights and remedies it may have, shall have the right to terminate this Agreement without paying a termination fee; provided, however, that the party seeking to terminate this Agreement gives the other party a written notice of such failure claimed to be a material breach of terms and conditions of this Agreement and the party receiving said notice fails to remedy the breach within thirty (30) days after its receipt of said notice. If the material breach is not remedied by the defaulting party within the thirty (30) day period provided for above, the non-defaulting party may terminate this Agreement by giving the defaulting party written notice effective immediately. If the material breach is remedied by the defaulting party within such thirty (30) day period, then this Agreement shall continue as though no such notice had been given.

5.7 Effect of Termination. Termination of this Agreement shall not terminate Plan Sponsor's obligations to pay Plan Supervisor fees for all Services performed and expenses incurred under this Agreement, any Schedule and SOW prior to the discontinuance of performance of Services by Plan Supervisor hereunder.

5.8 Deconversion.

(a) Plan Sponsor agrees to provide Plan Supervisor with at least ninety (90) days prior written notice of any conversion from Plan Supervisor to another service provider providing the same or substantially similar services to Plan Supervisor. Upon termination, Plan Supervisor and Plan Sponsor shall work together to develop a suitable deconversion plan with the new vendor. Information and materials provided by Plan Supervisor pursuant to this Section 5.8 shall be in a form and format used by Plan Supervisor at the time of deconversion. Plan Supervisor shall Provide Plan Sponsor adequate instructions concerning the format and means of accessing Plan Sponsor's data. Plan Supervisor shall be entitled to charge Plan Sponsor a fee based upon Plan Supervisor's then current rate schedule for the services rendered pursuant to this paragraph 5.8(a).

(b) Prior to deconversion, Plan Sponsor shall pay Plan Supervisor: (i) all deconversion fees pursuant to Section 5.8(a); (b) all per diem or hourly charged rates for any deconversion services provided by Plan Supervisor; and (c) all expenses actually incurred by Plan Supervisor in connection with the deconversion, including costs of magnetic tapes, disks, punch cards or other storage devices or media transferred by Plan Supervisor.

(c) After the termination date of this Agreement, the Services will be provided by Plan Supervisor on a month-to-month basis with no minimums and pricing will be standard tier pricing based on Plan Supervisor's then-current standard pricing. In the event of any termination of this Agreement, Plan Supervisor will not be obligated to provide Services to Plan Sponsor for more than twelve (12) months from the effective date of termination.

6. **Use of the Services and Indemnification**

6.1 Use Of The Services.

(a) Plan Sponsor is solely responsible for any instruction it transmits, sends or gives Plan Supervisor, including payment or other funds transfer instructions; for its failure to access the Services in the manner prescribed by Plan Supervisor, and for its failure to supply accurate information and data to Plan Supervisor in providing Services to Plan Sponsor. In connection with the Services to be provided by Plan Supervisor pursuant hereto, Plan Sponsor hereby authorizes and designates Plan Supervisor, where applicable, to act as the agent for Plan Sponsor in making payment to a third-party as identified or directed in the Schedule or SOW and to receive payment on behalf of Plan Sponsor as directed in the Schedule or SOW. Plan Supervisor shall provide only ministerial and nondiscretionary services pursuant to this Agreement and Plan Supervisor does not assume Plan Sponsor's fiduciary, administrative, or other responsibilities for compliance with, and as defined by, the Employee Retirement Income Security Act of 1974 (ERISA) and any other applicable federal or state statutes. Plan Sponsor hereby represents and warrants that it has obtained the express authorization of

each provider to which Plan Sponsor will instruct Plan Supervisor to transmit or send remittances and reimbursements and that Plan Sponsor or Plan Supervisor is authorized to initiate electronic funds transfers to any account designated by provider and that provider agrees to accept all Services of Plan Supervisor.

(b) Plan Sponsor agrees to check all output information produced by Plan Supervisor, including but not limited to, explanation of benefits forms, statements, and payment and other funds transfer information to determine if such information is correct and will promptly report any errors discovered therein to Plan Supervisor. In no event shall Plan Supervisor be liable with respect to any loss, liability, cost, damage or expense caused by Plan Supervisor's failure to perform hereunder but not reported by Plan Sponsor to Plan Supervisor within fifteen (15) business days of any errors in connection with the Services provided by Plan Supervisor hereunder. If the output information provided by Plan Supervisor is in paper format only, Plan Sponsor's notice requirement under this Section 6.1(b) shall be extended up to thirty (30) days following the month in which the services were provided.

(c) Not a Fiduciary or Administrator. It is agreed and understood by the Plan Sponsor that Plan Supervisor shall not be designated or deemed the "Plan Administrator" or "Fiduciary" for any Plans as these terms are construed under ERISA. Notwithstanding anything in the Agreement to the contrary, any delegation of authority or duties pursuant to this Agreement shall not have the effect of making Plan Supervisor a fiduciary and such duties or other similar duties are hereby retained by the Plan Sponsor.

6.2 Indemnification. Plan Sponsor shall be liable to and shall indemnify, defend and hold Plan Supervisor its directors, officers, employees, representatives, successors and permitted assigns harmless from and against any and all claims, demands by third parties, losses, liability, cost, damage and expense, including litigation expenses and reasonable attorneys' fees and allocated costs for in-house legal services, to which Plan Supervisor, its directors, officers, employees, representatives, successors and permitted assigns may be subjected or which it may incur in connection with any claims which arise from or out of or as the result of (a) Plan Sponsor's breach of this Agreement; (b) any of Plan Sponsor's plans, coverage under a plan, plan design and/or interpretation; (c) any violation of any state, federal or local statute, regulation, rule or guideline; or (d) the gross negligence or willful misconduct of Plan Sponsor, its directors, officers, employees, agents and affiliates in the performance of their duties and obligations under this Agreement. Plan Sponsor shall bear all risk of loss of items, records, data and materials during transit from Plan Sponsor to Plan Supervisor's location or that of Plan Supervisor's agents or sub-contractors. Plan Sponsor shall be released from its obligations under this Section 6.2 to the extent such third party claims, demands, damages, costs, liabilities, losses and expenses result from the acts, gross negligence or intentional misconduct of Plan Supervisor, its directors, officers, employees, representatives, successors and permitted assigns.

Plan Supervisor will indemnify and hold harmless Plan Sponsor its directors, officers, employees, representatives, successors and permitted assigns harmless from and against any and all claims, demands by third parties, losses, liability, cost, damage and expense, including litigation expenses and reasonable attorneys' fees and allocated costs for in-house legal services, to which Plan Supervisor, its directors, officers, employees, representatives, successors and permitted assigns may be subjected or which it may incur in connection with any claims which arise from or out of or as the result of (i) Plan Supervisor's or Plan Supervisor's vendors' gross negligence or willful misconduct in the performance of Plan Supervisor's or Plan Supervisor's vendors', subcontractors' or representatives' obligations under this Agreement or (ii) Plan Supervisor's material breach of this Agreement, as determined by a court or other tribunal having jurisdiction of the matter. Notwithstanding the foregoing, Plan Sponsor will remain responsible for payment of benefits and Plan Supervisor's indemnification will not extend to indemnification of Plan Sponsor or the Plan(s) against any claims, liabilities, damages, judgments or expenses that constitute payment of Plan benefits. This provision shall survive the termination of this Agreement.

6.3 Data Transmission. In no event shall Plan Supervisor be liable with respect to any loss, liability, cost, damage or expense arising from any loss, theft, disappearance of or damage to data transmitted by any dataline or other means of electronic transmission that occurs during such transmission.

6.4 Force Majeure. In no event shall Plan Supervisor be liable with respect to the failure of its duties and obligations under this Agreement, any Schedule or SOW, other than an obligation to pay money, which is attributable to acts of God, war, terrorism, conditions or events of nature, civil disturbances, work stoppages, equipment failures, power failures, fire or other similar events beyond its control, unless the failure to perform such duties and obligations is a result of the breaching party's failure to maintain adequate business continuity capabilities and to periodically ensure the effectiveness of same.

6.5 Operational Breakdowns. Plan Supervisor does not guarantee the absence of break downs, operational failures, unavoidable delays or other similar causes beyond Plan Supervisor's control and Plan Supervisor shall have no liability for loss, liability, cost, damage or expense resulting directly or indirectly from any such cause.

6.6 Special Damages. In no event will either party be liable for any special, consequential or punitive damages, including but not limited to, lost profits, even if such party knew of the possibility of such damages.

7. **General Provisions**

7.1 Controlling Law and Jurisdiction. This Agreement shall be interpreted, construed and governed in accordance with the laws of the State of Arizona, U.S.A., without reference to conflict of laws principles. All disputes arising from or relating to this Agreement shall be arbitrated or litigated within the exclusive jurisdiction of the state and/or federal courts located within Maricopa County, Arizona and the parties hereby consent to such exclusive jurisdiction and waive objections to venue therein, except for proceedings that need to be brought in another jurisdiction to enforce an order or judgment of an arbitrator or court in Arizona. To the extent that a state and/or federal court located within the State of Arizona refuses to exercise jurisdiction hereunder, the parties agree that jurisdiction shall be proper in any court in which jurisdiction may be obtained notwithstanding this Section.

7.2 Limitation of Liability. PLAN SUPERVISOR HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO PLAN SUPERVISOR PRODUCTS AND SERVICES PROVIDED HEREIN, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE FOR A PARTICULAR PURPOSE. Except with respect to liability arising from Plan Supervisor's gross negligence or willful misconduct, under no circumstances shall the financial responsibility of Plan Supervisor for any failure of performance by Plan Supervisor under this Agreement exceed the aggregate fees or charges paid to Plan Supervisor under this Agreement during the initial term thereof. To the extent that third party software is relicensed by Plan Supervisor to Plan Sponsor, Plan Supervisor shall use commercially reasonable efforts to pass through to Plan Sponsor all warranties from such third party licensors to the extent Plan Supervisor has the right to do so.

7.3 Dispute Resolution. Plan Supervisor and Plan Sponsor agree to work together in good faith to resolve any and all disputes between them, including but not limited to all questions of arbitrability, the existence, validity, scope or termination of this Agreement, any Schedule or SOW or any term thereof. In the event that a dispute between Plan Sponsor and Plan Supervisor cannot be resolved in good faith by the parties, such dispute shall be submitted to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Such disputes shall be heard by a board of three arbitrators selected as provided herein, and the decision of any two (2) such arbitrators on any issue shall be final. The arbitration proceedings shall be held in the state of Minnesota and during the pendency of any arbitration, this Agreement, any Schedules or SOWs shall continue in full force and effect until terminated as allowed in accordance with the

terms and conditions thereof, and Plan Supervisor and Plan Sponsor shall continue to perform their respective obligations.

Either party may request such arbitration by written notice to the other, specifying the name and address of the arbitrator selected by the requesting party and a brief description of the dispute which such party wishes to have arbitrated. Unless otherwise agreed to in writing by the parties, the party wishing to pursue a dispute must initiate the arbitration within one (1) year after the date on which notice of the dispute was given or shall be deemed to have waived its right to pursue the dispute in any forum. The other party shall by written notice to the requesting party, within twenty (20) days of receipt of such request, specify the name and address of the arbitrator selected by such other party. If the other party does not do so within such twenty (20) day period, the requesting party may, upon notice to the other party, elect a second arbitrator. The two arbitrators appointed shall select a third arbitrator within twenty (20) days of the appointment of the second arbitrator. In the event they fail to do so within a twenty (20) day period, the third arbitrator shall be selected by the American Arbitration Association.

Until such time as three arbitrators shall have been appointed, either party shall have the right, by written notice to the other and to the arbitrators selected, to specify further disputes under this Agreement, any Schedule or SOW to be determined through such arbitration. The arbitrators shall interpret this Agreement, any Schedule or SOW in accordance with the ordinary meaning of language and commercial customs, usage, and practices as may be applicable. The arbitrators in hearing and deciding any matter presented pursuant to this Agreement, any Schedule or SOW, shall have no power to amend, modify, or ignore any portion of this Agreement, any Schedule or SOW and the arbitrators shall render any decision strictly in accordance with the terms thereof. The parties shall be entitled to such discovery as the arbitrators deem appropriate to permit a party to properly present its case. Awards made pursuant to such arbitration shall be in writing, setting forth findings of fact and conclusions of law and judgment may be entered on any award made in any court having jurisdiction.

In the event that any portion of this Section 7.3 or any part of this Agreement, any Schedule or SOW is deemed to be unlawful, invalid, void or unenforceable, such unlawfulness, invalidity, voidness or unenforceability shall not serve to invalidate any other part of this Section 7.3 or this Agreement, any Schedule or SOW. In the event any court determines that this arbitration procedure is not binding or otherwise allows litigation involving a dispute hereunder to proceed, the parties hereby waive any and all right to trial by jury in, or with respect to, such litigation. Such litigation would instead proceed with the judge as the finder of fact. This Section 7.3 governs any dispute between the parties arising before or after execution of this Agreement, any Schedule or SOW and shall survive any termination of this Agreement, any Schedule or SOW.

7.4 Plan and Trust Establishment. Plan Sponsor acknowledges and agrees that it is solely responsible for all aspects of the Plan Sponsor's benefit plan(s) ("Plan"), including but not limited to: (i) establishment of any plan, trust (if applicable) or other component deemed necessary and appropriate by Plan Sponsor to establish the Plan; (ii) any operations, administration, recordkeeping, benefit eligibility determinations, and all other actions necessary or required to maintain or operate all aspects of the Plan; (iii) creating and maintaining all Plan documentation, including but not limited to, the Plan Document, the Trust Document (if applicable), any Summary Plan Descriptions and Summary of Material Modifications; (iv) any and all amendments or modifications to the Plan, any trust (if applicable), or any Plan or trust documents associated with the Plan; (v) unless otherwise specifically agreed to by Plan Supervisor, the application for tax-exempt status (IRS Form 1024) where applicable; and (vi) the delivery to all individuals within or otherwise participating in the Plan ("Participants") of all appropriate and necessary documents and materials, including, but not limited to, the Plan Document, Trust Document, Plan and Trust amendments, the Summary Plan Descriptions, enrollment forms, and application and notice forms, as may be necessary for the operation of the Plan or to satisfy the requirements of state or federal laws and regulations.

7.5 Plan Amendments and/or Termination. If Plan Sponsor amends or modifies any documents related to the Plan, Plan Sponsor agrees to notify Plan Supervisor in writing no later than the effective date of the amendment or the date of adoption of any such amendment or modification. Plan Supervisor shall not be responsible for modifying its Services or providing any Additional Services related to any such amendment or modification until Plan Supervisor has received such notification and only after Plan Supervisor has given its written consent of any such amendment or modifications, which consent not to be unreasonably withheld but may be conditioned upon Plan Sponsor's agreement to pay increased administrative fees.

7.6 Entire Agreement. This Agreement, the documents or instruments referred to herein and all subsequent amendments, modifications or substitutions, embody the entire agreement and understanding of the parties hereto with respect to the subject matter herein. Plan Supervisor's response to the City's Request for Proposal #09-112 and OptumHealth Financial Services initial proposal response including Best and Final submissions are incorporated herein to this agreement and shall take precedence in the event of any conflict of provisions. The parties have not relied upon any promises, representations, warranties (either express or implied), agreements, covenants or undertakings, other than those expressly set forth or referred to herein and save as expressly pro-vided herein, this Agreement may not be altered, amended, discharged or terminated, nor may any consent to the departure from the terms hereof be given, orally (even if supported by new consideration), but only by an instrument in writing signed by authorized representa-tives of each party hereto. This Agreement shall supersede all prior agreements and the understanding between the parties with respect to such subject matter.

7.7 Severability. In the event that any provision of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions will not be affected, and in lieu of such invalid or unenforceable provision there will be added automatically, as part of this Agreement, a provision as similar in terms as may be valid and enforceable. This Agreement does not establish any type of agency, partnership, or joint venture relationship between the parties and neither party shall perform any acts to bind or to purport to bind the other party in any way or to represent that the other party is in any way responsible or liable for its acts, statements, or omissions.

7.8 Notices. All notices, demand or other communication required or permitted hereunder will be in writing and will be given by hand delivery, overnight delivery service, charges prepaid, or certified mail, return receipt requested, postage prepaid, to the addresses set forth below in this Agreement. All such notices, demands, and other communications will be deemed to have been received and effective three (3) business days after mailing.

If to Plan Sponsor:

City of Tempe
20 East Sixth Street
Tempe, Arizona 85280
Attention: Lynna Soller

If to Plan Supervisor:

OptumHealth Financial Services
11490 Xeon Street NW, Suite 200
Coon Rapids, Minnesota 55448
Attention: General Manager

With Copy to:

OptumHealth Financial Services, Inc.
12501 Whitewater Drive
Minnetonka, Minnesota 55343
Attention: General Counsel

7.9 Independent Contractors. The parties are independent contractors and nothing in this Agreement or otherwise shall be deemed or construed to create any other relationship, including one of employment, joint venture or agency, except as expressly provided herein.

7.10 Electronic Signature/Counterparts. The parties acknowledge and agree that this Agreement may be executed or accepted using electronic, stamped or facsimile signatures, and that such a signature shall be legally binding to the same extent as a written signature by a party's authorized representative. Each party waives any legal requirement that this Agreement be embodied, stored or reproduced in tangible media, and agrees that an electronic reproduction shall be given the same legal force and effect as a signed writing. Furthermore, this Agreement may be executed and delivered in as many counterparts as may be deemed necessary or convenient each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one of the same Agreement.

7.11 Construction. This Agreement shall be construed as though drafted by both parties and shall not be construed against or in favor of any one party. On the contrary, this Agreement has been reviewed by all parties hereto and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the parties hereto. Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and references to the part include the whole. The use of the word "including" shall be construed as providing examples only and shall not limit the generality of any provision in which it is used. The use of the word "or" has the inclusive meaning represented by the phrase "and/or". The words "hereof", "hereby", "hereunder", and similar terms used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, subsection, clause, and exhibit references are to this Agreement unless otherwise specified.

7.12 Signature Authority. The undersigns hereby certify that they have been duly authorized by all necessary and appropriate corporate action to execute this Agreement on behalf of their respective party to form a legally binding contract and understand that acceptance of this Agreement constitutes an agreement to be bound to perform in strict conformity with the terms and conditions set forth herein.

IN WITNESS WHEREOF, Plan Supervisor and Plan Sponsor have caused this Agreement to be executed by their duly authorized officers, effective as of the date first above written.

Plan Supervisor
OptumHealth Financial Services

Plan Sponsor
City of Tempe

By: 

By: _____

Print Name: Charles L. Wilkins

Print Name: _____

Title: CEO

Title: _____

**BUSINESS ASSOCIATE CONFIDENTIALITY AND
NONDISCLOSURE AGREEMENT**

This business associate agreement (“Agreement”) is made as of November 6, 2009, by and between City of Tempe (“Covered Entity”) and Administration Resources Corporation, d/b/a OptumHealth Financial Services (“Business Associate”).

WHEREAS, Covered Entity and Business Associate have entered into or will enter into a services agreement for the provision of services by OptumHealth Financial Services (“Service Agreement”);

WHEREAS, the parties may need to use and or disclose Protected Health Information (“PHI”) pursuant to this Agreement and the Service Agreement;

WHEREAS, the parties intend to satisfy certain standards and requirements of the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) to the extent applicable to each party and as may be amended from time to time;

THEREFORE, in consideration of receiving certain confidential and other information from Covered Entity, Business Associate hereby agrees as follows:

I. Definitions

A. Confidential Business Information. Proprietary information, including but not limited to, trade secrets, customer lists, or patented, trademarked, trade-named, service-marked or copyrighted material or other property belonging to a party performing under this Agreement and the Service Agreement.

B. Designated Record Set. Has the meaning established for purposes of 45 C.F.R. § 164.501, as amended from time to time, and includes currently a group of records maintained by or for a Covered Entity (as this term is defined by 45 C.F.R. §160.103) that is:

- (i) the medical records and billing records about individuals maintained by or for a covered health care provider;
- (ii) the enrollment, payment, claims adjudication, and case or medical management records systems maintained by or for a health plan; or
- (iii) used, in whole or in part, by or for the Covered Entity to make decisions about individuals.

C. Electronic Protected Health Information (“E PHI”). Has the same meaning as the term “electronic protected health information” established for purposes of 45 C.F.R. § 160.103 as hereafter amended, and currently includes electronic protected health information that is created, received, transmitted or maintained in electronic media by or on behalf of the Plan.

D. Health Care Operations. Has the meaning established for purposes of 45 C.F.R. § 164.501, as amended from time to time.

E. Individual. The person who is the subject of the Protected Health Information and includes a person who qualifies as a personal representative under 45 CFR § 164.502(g).

F. Plan. A Covered Entity’s plan of health care coverage that contains the terms and conditions of coverage

for health care services.

G. Protected Health Information (“PHI”). Has the meaning established for purposes of 45 C.F.R. § 160.103, as amended from time to time and includes any information:

(i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual;

(ii) that is transmitted or maintained by any electronic medium, including but not limited to, the Internet (wide-open), Extranet (using Internet Technology to link a business with information only accessible to collaborating parties), leased lines, dial up lines, private networks, and those transmissions that are physically moved from one location to another using magnetic tape, disk, or compact disk media;

(iii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and constitutes individually identifiable health information as defined by and established for purposes of 45 C.F.R § 106.103, as amended from time to time.

H. Security Incident. Has the meaning established for purposes of 45 C.F.R. § 164.304, as amended from time to time, and currently means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

Unless otherwise specified in this Agreement, all capitalized terms in this section not otherwise defined have the meaning established for purposes of Title 45 parts 160, 162 and 164 of the United States Code of Federal regulations, as amended from time to time.

II. Protected Health Information and Confidential Business Information

A. Protected Health Information and Confidential Business Information. To the extent that Business Associate creates or receives Protected Health Information (“PHI”) from Covered Entity, or on Covered Entity’s behalf, both parties agree that Business Associate and its employees, subcontractors or representatives needing access to such information may use and disclose PHI it receives from Covered Entity or on behalf of Covered Entity to administer the Plan, perform under this Agreement and/or the Service Agreement, and for Health Care Operations.

1. Additional Permissible Uses. Unless otherwise limited herein, Business Associate may:

a) use the PHI in its possession for its management and administration and to fulfill any present or future legal responsibilities;

b) disclose the PHI in its possession to third parties for the purpose of its management and administration or to fulfill any present or future legal responsibilities; provided, however, that the disclosures are required by law or that the Business Associate has received from the third party written assurances that:

(i) the information will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and

- (ii) the third party will notify Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached;
- c) use and disclose PHI to report violations of law to appropriate Federal and State authorities, as permitted or required by law;
- d) aggregate the PHI as permitted by HIPAA;
- e) de-identify any and all PHI provided that the information is de-identified in accordance with HIPAA. De-identified information does not constitute PHI and is not subject to the terms and conditions of this Agreement. De-identified information may be used by Business Associate for research, creating comparative databases, statistical analysis, or other studies, and is considered by Business Associate to be its Confidential Business Information;
- f) use or disclose PHI for research, as defined under the privacy regulations issued pursuant to HIPAA including, but not limited to, projects for therapeutic outcomes research, and for epidemiological studies. Business Associate may obtain and maintain, on behalf of Covered Entity, any consents, authorizations or approvals that may be required by the applicable federal or state laws and regulations for use or disclosure of PHI for such purposes. The parties will maintain the confidentiality of such information as it relates to any individual, provider or the Covered Entity's business. Any research, including any databases, analyses, and studies related thereto are considered by Business Associate to be its Confidential Business Information; and
- g) create, receive, use, or disclose limited data sets as permitted under HIPAA, provided however, that Business Associate agrees that use of the limited data set will be limited to research, Health Care Operations or public health purposes and that it shall:
 - (i) not use or further disclose the limited data set other than as agreed upon or as otherwise required by law;
 - (ii) use appropriate safeguards to prevent use or disclosure of the limited data set other than as agreed upon;
 - (iii) report to the Covered Entity any use or disclosure of the limited data set not provided for by this Agreement of which it becomes aware;
 - (iv) ensure that any of the Business Associate's agents, including a subcontractor, to whom Business Associate provides the limited data set, agrees to the same restrictions and conditions that apply to the limited data set recipient with respect to such information; and
 - (v) not identify the limited data set or contact any individual who is the subject of the PHI contained in the limited data set.

These limited data sets are considered by Business Associate to be its Confidential Business Information. Business Associate may also disclose limited data sets to Covered Entity and Covered Entity's vendors at Covered

Entity's direction subject to the recipient's agreement to abide by the requirements of II.A.1.g (i) through (v).

B. Business Associate's Obligations. Both parties agree that Business Associate shall:

1. not use or further disclose the PHI other than as permitted by this Agreement;
2. use administrative, physical and technical safeguards to prevent use or disclosure of PHI and/or EPHI other than as permitted or required by this Agreement;
3. report to Covered Entity any use or disclosure of any PHI and/or EPHI, or a Security Incident of which Business Associate becomes aware that is not permitted by this Agreement;
4. ensure that any subcontractor or agent of Business Associate to whom Business Associate provides any PHI and/or EPHI agrees to the same restrictions and conditions that apply to Business Associate with regard to the use and/or disclosure of PHI pursuant to this section;
5. upon request by Covered Entity, make available to Covered Entity, or as directed by Covered Entity, to the Individual, such PHI contained in a Designated Record Set maintained by Business Associate as necessary to allow Covered Entity to respond to a request for access to PHI as required by HIPAA;
6. incorporate any amendments or corrections to the PHI in its possession that constitutes a Designated Record Set maintained by Business Associate as required by HIPAA;
6. document disclosures of PHI in the same manner as would be required of Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI as required by HIPAA;
7. make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of U.S. Department of Health and Human Services ("DHHS") for purposes of determining Covered Entity's compliance with HIPAA; and
8. except as provided for herein, or as required by law, upon termination of this Agreement and/or the Service Agreement, return to Covered Entity or destroy the PHI and retain no copies in any form, if feasible. If Business Associate determines that returning or destroying the PHI is infeasible, Business Associate agrees to extend the protections, limitations and restrictions of this section to such PHI and to limit any further uses and/or disclosures of such PHI retained to the purposes that make the return or destruction of the PHI infeasible, for as long as Business Associate maintains such PHI.

C. Covered Entity's Obligations. Covered Entity agrees to:

1. be responsible for using administrative, physical and technical safeguards at all times to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to this Agreement, in accordance with the standards and requirements of HIPAA until such PHI is received by Business Associate;
2. amend its Plan documents to include specific provisions to restrict the use or disclosure of PHI and to ensure adequate procedural safeguards and accounting mechanisms for such uses or disclosures, in accordance with the HIPAA privacy regulation;
3. obtain any consent or authorization that may be required by applicable federal or state laws and regulations prior to furnishing Business Associate the PHI;

4. forward to Business Associate any requests for access to, or an accounting of disclosure of PHI that is part of a Designated Record Set in such a timely manner that permits compliance with the required response time frames for such requests. If Covered Entity does not forward the request to the Business Associate in a timely manner, Covered Entity will be responsible for issuing an extension notice to the requestor of the PHI;

5. notify Business Associate of any limitation(s) in, or revisions to its notice of privacy practices of Covered Entity in accordance with 45 C.F.R. §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI. Should such limitations or revisions materially increase Business Associate's cost of providing services under this Agreement and/or the Service Agreement, Covered Entity shall reimburse Business Associate for such increase in cost;

6. 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); Covered Entity agrees not to provide Business Associate any PHI that is subject to any arrangements or restrictions, including, but not limited to, restrictions on the use and/or disclosure of PHI as provided for by HIPAA, that may limit Business Associate's ability to use and/or disclose PHI under this Agreement unless Covered Entity notifies Business Associate of the restriction or limitation and Business Associate agrees to honor the limitation. Should such limitations or revisions materially increase Business Associate's cost of providing services under this Agreement, Covered Entity shall reimburse Business Associate for such increase in cost as mutually agreed to by the parties;

7. regardless of 45 C.F.R., § 164.522, provide Business Associate with the appropriate kind and amount of information, which may include PHI, in order for the Business Associate to properly perform pursuant to this Agreement and/or the Service Agreement.

D. Confidential Communications. Business Associate agrees to accommodate a reasonable request by an Individual or on behalf of Covered Entity to receive communication of PHI by an alternative means or alternative locations and document those alternative means or alternative locations pursuant to 45 C.F.R. § 164.522 (b), in a prompt and reasonable manner consistent with the HIPAA regulations.

E. Confidential Business Information. Both parties acknowledge that in the course of performing under this Agreement and/or the Service Agreement, each party may learn or receive confidential, trade secret or other proprietary information concerning the other party, or third parties to whom the other party has an obligation of confidentiality ("Confidential Business Information"). Each party shall take all necessary steps to provide the maximum protection to the other party's Confidential Business Information and records. Each party agrees to take at least such precautions to protect the other party's Confidential Business Information as it takes to protect its own Confidential Business Information. Such information shall not be disclosed to third parties without the express written consent of the party to whom the information belongs. The parties shall not utilize any Confidential Business Information belonging to the other party other than as expressly permitted by this Agreement or otherwise in writing. Each party shall retain sole ownership of its own Confidential Business Information.

III. Miscellaneous

A. Amendment. This Agreement cannot be altered or amended unless agreed to by both parties in writing. Both parties agree to amend this Agreement from time to time to comply with the requirements of HIPAA and other federal and state privacy and consumer rights laws and regulations.

B. Termination. Covered Entity may exercise its right to terminate this Agreement and the Service Agreement upon 30 days written notice to Business Associate if Covered Entity reasonably determines that Business Associate has breached a material term of this Agreement. Such written notice shall include a

description of the Covered Entity alleged material breach of this Agreement and afford Business Associate an opportunity to cure said breach within the notice period. Failure to so cure a material breach shall be grounds for termination of this Agreement and/or the Service Agreement upon expiration of the notice period. Business Associate's nonperformance under this Agreement due to failure of Covered Entity to properly provide PHI, shall neither constitute a breach of contract nor provide grounds for termination.

C. Survival Clause. Any provision of this Agreement that contemplates performance, observance or enforcement subsequent to the termination of this Agreement, shall survive termination and remain of full force and effect between the parties.

D. No assignment. Any assignment of this Agreement by Business Associate without Covered Entity's prior written consent shall be void.

E. Interpretation. The terms and conditions of this Agreement shall be construed in light of any applicable interpretation of and/or guidance on HIPAA issued by DHHS or any court of competent jurisdiction. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits compliance with applicable laws and regulations. In the event of a conflict between this Agreement and the Service Agreement regarding the use and disclosure of PHI and/or Confidential Business Information, the terms of this Agreement shall control.

F. Effective Date. Each term and condition of this Agreement required by HIPAA shall be effective on the compliance date applicable to Covered Entity, or this Agreement, under the HIPAA privacy regulation. To the extent that any provisions are subject to the Security Standards set forth by 45 C.F.R. Parts 160, 162 and Part 164 Subchapter C, such provisions shall be effective April 20, 2005.

G. Business Associate shall comply with each and every obligation imposed on business associates under 42 USC 17921-17954 (Subtitle D of Title XIII of the American Recovery and Reinvestment Act of 2009)("ARRA"), and each of those obligations is hereby incorporated by reference into this Agreement, with the understanding that compliance with each of those obligations is required under this Agreement only as of the date upon which compliance with each of those obligations is required under ARRA.

OptumHealth Financial Services, Inc.

12501 Whitewater Drive
Minnetonka, Minnesota 55343

City of Tempe

20 East Sixth Street
Tempe, Arizona 85280

By: 

By: _____

Print Name: Charles L. Wilkins

Print Name: _____

Title: CEO

Title: _____