

**The Philadelphia Parking Authority**  
**701 Market Street, Suite 5400**  
**Philadelphia, PA 19106**

**RFP No. 17-28**  
**Benefits Consultant**  
**Addendum Two**

To: See Email Distribution List

From: Mary Wheeler  
Manager of Contract Administration

Date: October 2, 2017

No Pages: 2

This addendum is issued on October 2, 2017 prior to the RFP due date to add, delete, modify, clarify and/or to respond to questions submitted by prospective offerors regarding the work included in the above referenced solicitation.

**QUESTIONS**

- 1. Question:** What fees (\$) have been paid for healthcare benefits consulting services over the last three (3) years?

**Response:** No, there was no expense, it was handled in-house.
- 2. Question:** What is the reason for issuing the RFP – for example contractual and procurement requirements or service issues with the incumbent(s)?

**Response:** Contractual and procurement requirements.
- 3. Question:** Are there any particular pain points/issues the Authority is experiencing with the current medical, pharmacy or other H&W plans?

**Response:** No.
- 4. Question:** Given there are several contracts expiring 4/1/18 (i.e. Medical, Rx, Dental, Vision), what is the proposed schedule of bidding for these coverages? Are there extensions already in place?

**Response:** Currently there is no extension in place for any of these contracts. We would like to have all proposals from potential carriers no later than first week of February so they can be presented to the board for selection.
- 5. Question:** Can you please provide the breakdown (i.e., number), by plan, between active employees and retirees in the healthcare, prescription drug and dental plans?

**Response:** **PPO**- Single 19: Employee-Spouse 9: Parent Child 4: Parent Children 1: Family 9; **HMO**: Single 270: Employee-Spouse 71: Parent Child 69: Parent Children 54: Family 89; **POS**: Single 3: Employee-Spouse 3: Family 1; **Delta Dental PPO Count**: 666; **Retiree count**: 90; **The Hartford**: 38; **HMO**:47; 5 Waived benefits for up to 5 years.  
**Prescription Drug Plan**: 639

- 6. Question:** Do union employees participate in any of the plans other than the life and disability plans? If yes, how many participate in each of the other plans? How many times a year do you anticipate requiring assistance for “contract period” questions with respect to the life and disability plans or any of the other plans?
- Response:** Our union members can participate in our vision, dental, prescription drug and medical. 203 members are currently participating in these noted plans. We would need assistance around renewal for these plans.
- 7. Question:** Please clarify the benefit consultant’s role during open enrollment? Are printing costs to be included in the proposal? If so, can you provide a page count and quantity for the typical open enrollment guide?
- Response:** We handle our open enrollment internally. We would like to work on having a more efficient way of presenting open enrollment to employees. Yes, have printing cost included in the proposal. We would like to keep it to 2-4 pages.
- 8. Question:** How were Forms 1094-C and 1095-C prepared and filed for 2015 and 2016? Does the Authority use a vendor for this purpose or was the work done internally? If internally, what assistance are you seeking from the benefits consultant with respect to this work?
- Response:** These forms were handled internally but with the help of our ABRA vendor. We currently process them through ABRA’s My Workforce Analyzer and AATRIXS. To ensure they are correctly processed and if we have an error after they are processed we can have assistance on resubmission if needed or any corrections.
- 9. Question:** Please provide the following plan reporting for 2015-16, 2016-17 and YTD 2017-18 Plan Years:
- Monthly Paid Claims, broken out by Medical and Prescription Drug
  - Monthly Enrollment, showing both Contracts and Members, broken out by Plan and by Rate Tier
  - Large Claim Report for each Plan Year (Paid basis) showing all members with \$25,000 or more in claim payments
- Response:**
- Exhibit A
  - Exhibit B
  - This information will be released to the successful firm after the award and execution of a contract.
- 10. Question:** Current Premium Equivalent/COBRA rates for each Plan Year
- Response:** Exhibit C
- 11. Question:** Copy of current Stop Loss contract with HMIG
- Response:** Exhibit D
- 12. Question:** Copy of current ASA agreement(s) with IBC and Meritain/CVS-Caremark
- Response:** Exhibit E. Copies of the agreements with IBC were not available at the time of release of this RFP. If the agreements become available they will be posted as a separate document to the Authority’s website.
- 13. Question:** Is PPA currently using a broker?
- Response:** No.
- 14. Question:** Is the broker listed on the Benefits policies (Medical, Rx, Dental, Life & Disability)?
- Response:** No.
- 15. Question:** On page 8, Requirement, Scope of Work, #7 – Is the broker expected to do the printing of the Benefit Summary Guide? If so, how many copies are to be printed? Is the broker expected to attend the Open Enrollment meetings? If so, how many meetings? At how many locations?

**Response:** Currently our carriers print the Benefit Summary Guide. You will not be required to print them, unless the carries require our consultant to handle it. No you will not be expended to attend the Open Enrollments meetings.

**16. Question:** On page 9, Questionnaire, #1 – What is specifically meant by “carrier alliances”?

**Response:** Your partnership with other carries.

**17. Question:** On page 9, Questionnaire, #16 – Our renewal proposals can be very lengthy. Do you want an entire proposal?

**Response:** Yes.

**18. Question:** Does the PPA want us to include a proposal for COBRA? If so, how many employees are currently on COBRA?

**Response:** No.

**19. Question:** Does the PPA want us to include a proposal for Flexible Spending Accounts (FSA, HRA, HSA, Dependent Care, etc.)? If so, how many employees are currently enrolled in each Spending Account?

**Response:** No, we do not offer Flexible Spending Accounts at this time.

**20. Question:** We will provide PPA with one copy on a Flash Drive that will be password protected. Is that acceptable?

**Response:** The sample insurance renewal proposal may be submitted on a flash drive. Please provide a flash drive for each proposal submitted

**21. Question:** We are a Public Company. Will our Annual Reports be sufficient for “financial statements”? If so, our Annual Reports are 70-80 pages in length. Can we provide a link to them instead of printing them out and including hard copies?

**Response:** The financial statements requirement will remain unchanged. Please refer to #15 if the Instructions in the RFP.

**22. Question:** Will the PPA be interviewing finalists?

**Response:** This will be determined after proposals are received. Any vendors selected for interviews or a presentation will be notified.

## **END OF ADDENDUM TWO**

# **Exhibit A**

Self Funded PPO 2015-2016

Billing Date	Amount Billed	Amount Paid YTD	Monthly Breakdown
08/18/15	\$6,875.70	\$6,875.70	
08/25/15	\$3,389.48	\$10,265.18	\$10,265.18
09/01/15	\$14,646.65	\$24,911.83	
09/08/15	\$7,482.04	\$32,393.87	
09/15/15	(\$7,670.33)	\$24,723.54	
09/22/15	(\$3,476.92)	\$21,246.62	
09/29/15	\$11,700.47	\$32,947.09	\$22,681.91
10/06/15	\$10,298.40	\$43,245.49	
10/13/15	\$7,464.73	\$50,710.22	
10/20/15	\$24,247.86	\$74,958.08	
10/27/15	\$5,787.99	\$80,746.07	\$47,798.98
11/03/15	\$16,262.99	\$97,009.06	
11/10/15	\$28,349.43	\$125,358.49	
11/17/15	\$3,343.63	\$128,702.12	
11/24/15	\$17,886.15	\$146,588.27	\$65,842.20
12/01/15	\$10,414.20	\$157,002.47	
12/08/15	\$45,702.40	\$202,704.87	
12/15/15	\$12,178.10	\$214,882.97	
12/22/15	\$4,186.73	\$219,069.70	
12/29/15	\$11,113.22	\$230,182.92	\$83,594.65
01/07/16	\$9,451.80	\$239,634.72	
01/13/16	\$14,963.51	\$254,598.23	
01/20/16	\$9,176.91	\$263,775.14	
01/27/16	\$12,264.05	\$276,039.19	\$45,856.27
02/02/16	(\$24,790.53)	\$251,248.66	
02/09/16	\$16,607.30	\$267,855.96	
02/16/16	\$15,737.40	\$276,717.66	
02/24/16	\$13,844.90	\$297,438.26	\$21,399.07
03/01/16	\$9,632.45	\$307,070.71	
03/10/16	\$42,118.60	\$349,189.31	
03/15/16	\$45,485.30	\$394,674.61	
03/22/16	(\$30,844.63)	\$363,829.98	
03/29/16	(\$17,767.80)	\$346,062.18	\$48,623.92

Self Funded PPO 2016-2017

Billing Date	Amount Billed	Amount Paid YTD	Monthly Breakdown
04/05/16	\$22,591.92	\$22,591.92	
04/12/16	\$7,572.67	\$30,164.59	
04/20/16	\$6,312.31	\$36,476.90	
04/28/16	\$3,181.79	\$39,658.69	\$39,658.69
05/04/16	\$18,101.55	\$57,760.24	
05/11/16	\$20,345.61	\$78,105.85	
05/18/16	\$4,399.79	\$82,505.64	
05/25/16	\$14,972.45	\$97,478.09	\$57,819.40
06/01/16	\$20,950.39	\$118,428.48	
06/08/16	\$6,890.12	\$125,318.60	
06/15/16	\$8,525.13	\$133,843.73	
06/22/16	\$7,573.28	\$141,417.01	
06/29/16	\$33,844.13	\$175,261.14	\$77,783.05
07/06/16	\$15,834.04	\$191,095.18	
07/13/16	\$60,778.06	\$251,873.24	
07/20/16	\$7,052.79	\$258,926.03	
07/27/16	\$13,683.03	\$272,609.06	\$97,347.92
08/03/16	\$15,973.07	\$288,582.13	
08/10/16	\$10,430.46	\$299,012.59	
08/17/16	\$6,667.52	\$305,680.11	
08/24/16	\$22,722.88	\$328,402.99	
08/31/16	\$19,740.52	\$348,143.51	\$75,534.45
09/07/16	\$10,746.70	\$358,890.21	
09/14/16	\$10,232.01	\$369,122.22	
09/21/16	\$7,203.78	\$376,326.00	
09/28/16	\$10,971.71	\$387,297.71	\$39,154.20
10/05/16	\$30,774.63	\$418,072.34	
10/12/16	\$52,427.40	\$470,499.74	
10/19/16	\$6,773.87	\$477,273.61	
10/26/16	\$31,378.90	\$508,652.51	\$121,354.80
11/02/16	\$56,286.48	\$564,938.99	
11/09/16	\$5,689.59	\$570,628.58	
11/16/16	\$7,293.87	\$577,922.45	
11/23/16	\$21,571.25	\$599,493.70	
11/30/16	\$29,973.16	\$629,466.86	\$120,814.35
12/07/16	\$5,856.40	\$635,323.26	
12/14/16	\$4,639.95	\$639,963.21	
12/21/16	\$6,709.15	\$646,672.36	
12/28/16	\$67,831.09	\$714,503.45	\$85,036.59
01/05/17	\$8,615.60	\$723,119.05	
01/12/17	\$3,962.85	\$727,081.90	
01/18/17	\$13,224.96	\$740,306.86	
01/25/17	\$10,033.46	\$750,340.32	
01/31/17	\$46,886.42	\$797,226.74	\$82,723.29
02/07/17	\$12,476.96	\$809,703.70	
02/14/17	\$14,511.98	\$824,215.68	
02/21/17	\$15,093.65	\$839,309.33	
02/28/17	\$12,172.05	\$851,481.38	\$54,254.64
03/07/17	\$8,038.07	\$859,519.45	
03/14/17	\$13,210.75	\$872,730.20	
03/21/17	\$11,328.95	\$884,059.15	
03/28/17	\$12,446.65	\$896,505.80	\$45,024.42

Self Funded PPO 2016-2017

Billing Date	Amount Billed	Amount Paid YTD	Monthly Breakdown
04/04/17	\$7,541.57	\$7,541.57	
04/11/17	\$16,574.82	\$24,116.39	
04/18/17	\$2,374.07	\$26,490.46	
04/25/17	\$15,594.97	\$42,085.43	\$42,085.43
05/02/17	\$7,180.36	\$49,265.79	
05/09/17	\$14,926.30	\$64,192.09	
05/16/17	\$8,962.09	\$73,154.18	
05/23/17	\$13,050.16	\$86,204.34	
05/26/17	\$21,244.67	\$107,449.01	\$65,363.58
06/02/17	\$47,039.16	\$154,488.17	
06/09/17	\$5,152.40	\$159,640.57	
06/16/17	\$5,032.04	\$164,672.61	
06/23/17	\$8,889.19	\$173,561.80	
06/30/17	\$17,053.98	\$190,615.78	\$83,166.77
07/07/17	\$28,126.99	\$218,742.77	
07/14/17	\$7,009.84	\$225,752.61	
07/21/17	\$2,838.37	\$228,590.98	
07/28/17	\$10,092.87	\$238,683.85	\$48,068.07
08/04/17	\$6,699.20	\$245,383.05	
08/11/17	\$7,619.97	\$253,003.02	
08/18/17	\$2,081.67	\$255,084.69	
08/25/17	\$12,821.84	\$267,906.53	\$29,222.68
09/01/17	\$3,476.28	\$271,382.81	
09/08/17	\$3,867.09	\$275,249.90	
09/15/17	\$8,419.41	\$283,669.31	
09/22/17	\$7,749.76	\$291,419.07	\$23,512.54

Self Funded KHPE 2015-2016

Billing Date	Amount Billed	Amount Paid YTD	Monthly Breakdown
04/07/15	\$244,000.00	\$244,000.00	
04/14/15	\$0.00	(Credit was applied)	
04/21/15	\$1,282.76	\$245,282.76	
04/28/15	\$50,517.32	\$295,800.08	\$295,800.08
05/05/15	\$18,153.03	\$313,953.11	
05/12/15	\$82,224.88	\$396,177.99	
05/19/15	\$69,862.78	\$466,040.77	
05/26/15	\$63,103.62	\$529,144.39	\$233,344.31
06/02/15	\$89,854.88	\$618,999.27	
06/09/15	\$170,672.72	\$789,671.99	
06/16/15	\$113,130.37	\$902,802.36	
06/23/15	\$41,739.00	\$944,541.36	
06/30/15	\$181,860.12	\$1,126,401.48	\$597,257.09
07/07/15	\$72,170.13	\$1,198,571.61	
07/14/15	\$30,682.81	\$1,229,254.42	
07/21/15	\$59,854.00	\$1,289,108.42	
07/28/15	\$80,710.73	\$1,369,819.15	\$243,417.67
08/04/15	\$152,154.41	\$1,521,973.56	
08/11/15	\$68,416.01	\$1,590,389.57	
08/18/15	\$43,291.44	\$1,633,681.01	
08/25/15	\$90,401.07	\$1,724,082.08	\$354,262.93
09/01/15	\$157,665.70	\$1,881,747.78	
09/08/15	\$92,264.98	\$1,974,012.76	
09/15/15	\$75,274.49	\$2,049,287.25	
09/22/15	\$69,986.23	\$2,119,273.48	
09/29/15	\$247,869.82	\$2,367,143.30	\$643,061.22
10/06/15	\$129,349.66	\$2,496,492.96	
10/13/15	\$35,535.48	\$2,532,028.44	
10/20/15	\$160,937.63	\$2,692,966.07	
10/27/15	\$57,944.43	\$2,750,910.50	\$383,767.20
11/03/15	\$182,590.66	\$2,933,501.16	
11/10/15	\$143,704.15	\$3,077,205.31	
11/25/15	\$182,659.12	\$3,259,864.43	\$508,953.93
12/02/15	\$159,415.85	\$3,419,280.28	
12/09/15	\$122,190.55	\$3,541,470.83	
12/23/15	\$79,188.75	\$3,620,659.58	\$360,795.15
01/05/15	\$78,313.83	\$3,698,973.41	
01/13/16	\$90,833.81	\$3,789,807.22	
01/20/16	\$92,925.10	\$3,882,732.32	
01/27/16	\$35,191.78	\$3,917,924.10	\$297,264.52
02/01/16	\$117,454.96	\$4,035,379.06	
02/09/16	\$119,550.71	\$4,154,929.77	
02/16/16	\$228,668.03	\$4,383,597.80	
02/24/16	\$281,433.55	\$4,665,031.35	\$747,107.25
03/08/16	(\$39,393.27)	\$4,625,638.08	
03/17/16	\$60,092.14	\$4,685,730.22	
03/23/16	\$191,431.69	\$4,877,161.91	
03/30/16	\$160,212.31	\$5,037,374.22	\$372,342.87

Self Funded KHPE 2016-2017

Billing Date	Amount Billed	Amount Paid YTD	Monthly Breakdown
04/04/16	\$79,900.81	\$79,900.81	
04/13/16	\$96,274.82	\$176,175.63	
04/20/16	\$365,636.83	\$541,812.46	
04/28/16	\$10,782.34	\$552,594.80	\$552,594.80
05/04/16	\$166,164.83	\$718,759.63	
05/11/16	\$98,068.28	\$816,827.91	
05/18/16	\$48,947.52	\$865,775.43	
05/25/16	\$128,218.52	\$993,993.95	\$441,399.15
06/01/16	\$305,761.53	\$1,299,755.48	
06/08/16	\$86,655.54	\$1,386,411.02	
06/15/16	\$152,404.67	\$1,538,815.69	
06/22/16	\$103,362.55	\$1,642,178.24	
06/29/16	\$203,805.66	\$1,845,983.90	\$851,989.95
07/06/16	\$52,982.95	\$1,898,966.85	
07/13/16	\$73,183.19	\$1,972,150.04	
07/20/16	\$111,708.36	\$2,083,858.40	
07/27/16	(\$8,020.02)	\$2,075,838.38	\$229,854.48
08/03/16	\$163,308.63	\$2,239,147.01	
08/10/16	\$185,360.42	\$2,424,507.43	
08/17/16	\$54,084.29	\$2,478,591.72	
08/24/16	\$137,070.24	\$2,615,661.96	
08/31/16	\$161,863.13	\$2,777,525.09	\$701,686.71
09/07/16	\$45,943.02	\$2,823,468.11	
09/14/16	\$151,268.29	\$2,974,736.40	
09/21/16	\$42,987.33	\$3,017,723.73	
09/28/16	\$73,960.28	\$3,091,684.01	\$314,158.92
10/05/16	\$196,563.54	\$3,288,247.55	
10/12/16	\$105,129.27	\$3,393,376.82	
10/19/16	\$92,820.29	\$3,486,197.11	
10/26/16	\$98,560.90	\$3,584,758.01	\$493,074.00
11/02/16	\$140,836.85	\$3,725,594.86	
11/09/16	\$144,826.60	\$3,870,421.46	
11/16/16	\$58,786.33	\$3,929,207.79	
11/23/16	\$60,698.51	\$3,989,906.30	
11/30/16	\$167,141.70	\$4,157,048.00	\$572,289.99
12/07/16	\$80,872.88	\$4,237,920.88	
12/14/16	\$101,797.10	\$4,339,717.98	
12/21/16	\$91,893.57	\$4,431,611.55	
12/28/16	\$61,915.42	\$4,493,526.97	\$336,478.97
01/05/17	\$175,283.14	\$4,668,810.11	
01/12/17	\$75,076.61	\$4,743,886.72	
01/18/17	\$55,543.48	\$4,799,430.20	
01/25/17	\$231,824.08	\$5,031,254.28	
01/31/17	\$237,657.81	\$5,268,912.09	\$775,385.12
02/07/17	\$63,366.31	\$5,332,278.40	
02/14/17	\$41,958.11	\$5,374,236.51	
02/21/17	\$54,377.03	\$5,428,613.54	
02/28/17	\$165,591.66	\$5,594,205.20	\$325,293.11
03/07/17	\$80,699.01	\$5,674,904.21	
03/14/17	\$72,132.35	\$5,747,036.56	

Self Funded KHPE 2016-2017

03/21/17	\$110,405.40	\$5,857,441.96
03/28/17	\$94,710.91	\$5,952,152.87
		\$357,947.67



**2015-2016 FUTURES SCRIPTS**

Billing Date	Amount Billed	Amount Paid YTD	Broken Down Per Month
04/07/15	\$ 38,257.06	\$ 38,257.06	
04/14/15	\$ 99,379.47	\$ 137,636.53	
04/21/15	\$ 28,130.81	\$ 165,767.34	
04/28/15	\$ 31,548.92	\$ 197,316.26	\$ 197,316.26
05/05/15	\$ 58,497.48	\$ 255,813.74	
05/12/15	\$ 34,383.62	\$ 290,197.36	
05/19/15	\$ 55,496.95	\$ 345,694.31	
05/26/15	\$ 38,766.68	\$ 384,460.99	\$ 187,144.73
06/02/15	\$ 21,771.81	\$ 406,232.80	
06/09/15	\$ 18,105.94	\$ 424,338.74	
06/16/15	\$ 91,603.97	\$ 515,942.71	
06/23/15	\$ 43,804.28	\$ 559,746.99	
06/30/15	\$ 30,133.19	\$ 589,880.18	\$ 205,419.19
07/07/15	\$ 24,615.68	\$ 614,495.86	
07/14/15	\$ (2,978.34)	\$ 611,517.52	
07/21/15	\$ 716.45	\$ 612,233.97	
07/28/15	\$ 716.45	\$ 612,950.42	\$ 23,070.24
08/04/15	\$ 7,413.76	\$ 620,364.18	
08/11/15	\$ 4,004.27	\$ 624,368.45	
08/18/15	\$ 2,871.43	\$ 627,239.88	
08/25/15	\$ 3,387.48	\$ 630,627.36	\$ 17,676.94
09/01/15	\$ 14,646.65	\$ 645,274.01	
09/08/15	\$ (7,164.61)	\$ 638,109.40	\$ 7,482.04

PPA  
 Future Script Payments Schedule

IBC never sent billing for these bills and then billed later for them.

	Request Date	Amount Paid	Description	Confirmation #	Confirmation Payment Date
1	8/3/2016	30815.84	1st pmt	8846645	8/4/2016
2	8/11/2016	30,000.00	2nd pmt	8896662	8/16/2016
3	8/16/2016	30,000.00	3rd pmt	8912137	8/17/2016
4	8/23/2016	30,000.00	4th pmt	8938629	8/24/2016
5	8/31/2016	30,000.00	5th pmt	8988582	9/2/2016
6	9/8/2016	30,000.00	6th pmt	9022205	9/8/2016
7	9/14/2016	30,000.00	7th pmt	9035473	9/14/2016
8	9/21/2016	30,000.00	8th pmt	9083858	9/21/2016
9	9/28/2016	30,000.00	9th pmt	9134378	9/28/2016
10	10/5/2016	30,000.00	10th pmt	9172369	10/5/2016
11	10/11/2016	30,000.00	11th pmt	9191817	10/14/2016
12	10/19/2016	30,000.00	12th pmt	9249558	10/19/2016
13	10/26/2016	30,000.00	13th pmt	9300507	10/27/2016
14	11/1/2016	30,000.00	14th pmt	9319098	11/2/2016
15	11/16/2016	30,000.00	16th pmt	9390196	11/16/2016
16	11/18/2016	30,000.00	15th pmt	9369730	11/15/2016
17	11/29/2016	30,000.00	17th pmt	9486974	11/29/2016

**2015-2016 CVS CAREMARK**

Billing Date	Amount Billed	Amount Paid YTD	Broken Down Per Month
July to October 2015	\$ 22,371.68	\$ 22,371.68	
December 2015	\$34,568.33	\$ 56,940.01	
12/16/2015	\$ 31,696.26	\$ 88,636.27	
12/24/2015	\$ 61,979.89	\$ 150,616.16	
1/1/2016	\$ 27,500.57	\$ 178,116.73	
1/8/2016	\$ 118,642.17	\$ 296,758.90	
1/16/2016	\$ 38,733.55	\$ 335,492.45	
1/24/2016	\$ 24,945.37	\$ 360,437.82	\$ 209,821.66
2/4/2016	\$ 110,258.58	\$ 470,696.40	
2/8/2016	\$ 48,010.10	\$ 518,706.50	
2/16/2016	\$ 34,485.44	\$ 553,191.94	\$ 192,754.12
3/1/2016	\$ 114,517.64	\$ 667,709.58	
3/10/2016	\$ 55,258.36	\$ 722,967.94	
3/17/2016	\$ 25,885.53	\$ 748,853.47	
3/28/2016	\$ 127,927.21	\$ 876,780.68	\$ 323,588.74

**2016-2017 CVS CAREMARK**

4/4/2016	\$55,009.60	\$ 55,009.60	
4/11/2016	\$76,499.22	\$ 131,508.82	
4/19/2016	\$116,062.57	\$ 247,571.39	
4/24/2016	\$37,669.08	\$ 285,240.47	\$ 285,240.47
5/5/2016	\$64,366.51	\$349,626.98	
5/9/2016	\$34,356.18	\$383,983.16	
5/16/2016	\$137,213.99	\$521,197.15	
5/23/2016	\$ 57,421.63	\$578,618.78	
5/30/2016	\$31,355.20	\$609,973.98	\$324,733.51
6/7/2016	\$58,339.08	\$668,313.06	
6/14/2016	\$ 72,890.86	\$741,203.92	
6/24/2016	\$ 66,385.23	\$807,589.15	\$197,615.17
7/1/2016	\$ 29,977.01	\$837,566.16	
7/8/2016	\$ 54,500.29	\$892,066.45	
7/16/2016	\$ 52,840.13	\$944,906.58	
7/25/2016	\$59,644.93	\$1,004,551.51	\$ 196,962.36
8/1/2016	\$49,487.96	\$1,054,039.47	
8/8/2016	\$77,172.93	\$1,131,212.40	
8/16/2016	\$106,189.82	\$1,237,402.22	
8/24/2016	\$ 41,135.49	\$1,278,537.71	\$273,986.20
9/1/2016	\$ 53,429.25	\$1,331,966.96	
9/8/2016	\$ 107,293.63	\$1,439,260.59	
9/16/2016	\$ 56,912.21	\$1,496,172.80	
9/24/2016	\$ 57,689.66	\$1,553,862.46	\$ 275,324.75
10/1/2016	\$ 36,619.32	\$1,590,481.78	
10/8/2016	\$ 22,439.51	\$1,612,921.29	
10/16/2016	\$105,391.01	\$1,718,312.30	
10/23/2016	\$ 43,865.23	\$1,762,177.53	\$ 208,315.07

2015-2018 Meritain CVS Caremark

11/1/2016	\$	46,497.14	\$1,808,674.67	
11/10/2016	\$	34,225.53	\$1,842,900.20	
11/16/2016	\$	81,256.83	\$1,924,157.03	
11/23/2016	\$	65,212.57	\$1,989,369.60	\$ 227,192.07
12/1/2016	\$	57,081.07	\$2,046,450.67	
12/16/2016	\$	27,327.13	\$2,073,777.80	
12/8/2016	\$	124,379.36	\$2,198,157.16	
12/24/2016	\$	69,258.50	\$2,267,415.66	\$ 278,046.06
1/1/2017	\$	45,258.03	\$2,312,673.69	
1/8/2017	\$	55,900.06	\$2,368,573.75	
1/16/2017	\$	86,250.69	\$2,454,824.44	
1/25/2017	\$	33,478.24	\$2,488,302.68	\$ 220,887.02
2/1/2017	\$	62,121.90	\$2,550,424.58	
2/8/2017	\$	58,104.61	\$2,608,529.19	
2/16/2017	\$	81,116.50	\$2,689,645.69	
2/24/2017	\$	56,958.26	\$2,746,603.95	\$ 258,301.27
3/1/2017	\$	44,944.27	\$2,791,548.22	
3/17/2017	\$	49,259.58	\$2,840,807.80	
3/21/2017	\$	52,778.50	\$2,893,586.30	
3/24/2017	\$	64,932.33	\$2,958,518.63	\$ 211,914.68

**2017-2018 YTD CVS CAREMARK**

4/1/2017	\$	58,221.27	\$ 58,221.27	
4/8/2017	\$	33,265.42	\$ 91,486.69	
4/15/2017	\$	49,346.67	\$ 140,833.36	
4/22/2017	\$	51,328.88	\$ 192,162.24	\$ 192,162.24
5/1/2017	\$	80,702.93	\$ 272,865.17	
5/8/2017	\$	56,228.61	\$ 329,093.78	
5/16/2017	\$	58,360.14	\$ 387,453.92	
5/24/2017	\$	59,643.03	\$ 447,096.95	\$ 254,934.71
6/1/2017	\$	58,539.21	\$ 505,636.16	
6/8/2017	\$	48,206.77	\$ 553,842.93	
6/16/2017	\$	62,407.25	\$ 616,250.18	
6/24/2017	\$	49,879.74	\$ 666,129.92	\$ 219,032.97
7/1/2017	\$	50,058.93	\$ 716,188.85	
7/8/2017	\$	38,894.27	\$ 755,083.12	
7/14/2017	\$	59,599.26	\$ 814,682.38	
7/21/2017	\$	51,311.83	\$ 865,994.21	\$ 199,864.29
8/1/2017	\$	54,097.62	\$ 920,091.83	
8/8/2017	\$	34,514.88	\$ 954,606.71	
8/15/2017	\$	67,134.47	\$ 1,021,741.18	
8/22/2017	\$	63,726.08	\$ 1,085,467.26	\$ 219,473.05
9/1/2017	\$	58,193.22	\$ 1,143,660.48	
9/8/2017	\$	39,005.97	\$ 1,182,666.45	
9/16/2017	\$	41,168.56	\$ 1,223,835.01	
9/24/2017	\$	57,060.11	\$ 1,280,895.12	\$ 195,427.86

# Exhibit B

**Enrollment Counts - Details**

9/28/2017 2:54 PM

Report for Customer: 0000357484 - Philadelphia Parking Authority

Group(s): 10043012, 10043013, 10043014, 10044863

Effective Months Range: 2017-04 - 2017-09

Coverage Category(s): ME - Medical

Group Number	Group Name	Account ID	Coverage Category	Product Package Code - Name	Line of Business Rollup	Family Tier	2017-04		2017-05		2017-06		2017-07		2017-08		2017-09	
							Contract Counts	Member Counts										
10043012	PHILADELPHIA PARKING AUTHORITY	1536191001	ME	1954825548 - PERSONAL CHOICE PPO FLEX MED/SURG 2001	COMMERCIAL PPO STANDARD	Single	14	14	15	15	17	17	17	17	18	18	19	19
						Husband and Wife	9	18	9	18	9	18	9	18	9	18	9	18
						Parent and Child	6	12	5	10	5	10	5	10	5	10	4	8
						Parent and Children			1	3	1	3	1	3	1	3	1	3
						Family	8	31	8	31	9	34	9	34	9	34	9	34
10043013	PHILADELPHIA PARKING AUTHORITY	1536191002	ME	1953867644 - KEYSTONE HMO FLEX MED/SURG 1001	COMMERCIAL HMO	Single	281	281	279	279	279	279	272	272	269	269	270	270
						Husband and Wife	68	136	68	136	72	144	72	144	73	146	71	142
						Parent and Child	74	148	71	142	72	144	71	142	70	140	69	138
						Parent and Children	52	175	53	178	53	180	53	182	53	183	54	184
						Family	92	352	92	352	89	341	87	332	88	338	89	344
10043014	PHILADELPHIA PARKING AUTHORITY	1536191002	ME	1951726681 - KEYSTONE DPOS FLEX MED/SURG 1026	COMMERCIAL FLEX DIRECT POS	Single	3	3	3	3	3	3	3	3	3	3	3	
						Husband and Wife	2	4	2	4	2	4	2	4	3	6	3	6
						Family	3	13	3	13	3	13	3	13	2	10	1	6
						Single							1	1				
10044863	PHILADELPHIA PARKING AUTHORITY	1536190004	ME	1891730814 - IBC - FACILITY - SECURITY 65 PLAN C	SECURITY 65	Single						1	1					

**Enrollment Counts - Summary**

9/28/2017 2:54 PM

Report for Customer: 0000357484 - Philadelphia Parking Authority

Group(s): 10043012, 10043013, 10043014, 10044863

Effective Months Range: 2017-04 - 2017-09

Coverage Category(s): ME - Medical

Group Number	Group Name	Family Tier	2017-04		2017-05		2017-06		2017-07		2017-08		2017-09	
			Contract Counts	Member Counts										
10043012	PHILADELPHIA PARKING AUTHORITY	Single	14	14	15	15	17	17	17	17	18	18	19	19
		Husband and Wife	9	18	9	18	9	18	9	18	9	18	9	18
		Parent and Child	6	12	5	10	5	10	5	10	5	10	4	8
		Parent and Children			1	3	1	3	1	3	1	3	1	3
		Family	8	31	8	31	9	34	9	34	9	34	9	34
10043013	PHILADELPHIA PARKING AUTHORITY	Single	281	281	279	279	279	279	272	272	269	269	270	270
		Husband and Wife	68	136	68	136	72	144	72	144	73	146	71	142
		Parent and Child	74	148	71	142	72	144	71	142	70	140	69	138
		Parent and Children	52	175	53	178	53	180	53	182	53	183	54	184
		Family	92	352	92	352	89	341	87	332	88	338	89	344
10043014	PHILADELPHIA PARKING AUTHORITY	Single	3	3	3	3	3	3	3	3	3	3	3	3
		Husband and Wife	2	4	2	4	2	4	2	4	3	6	3	6
		Family	3	13	3	13	3	13	3	13	2	10	1	6
10044863	PHILADELPHIA PARKING AUTHORITY	Single							1	1				

Report for Customer: 000357484 - Philadelphia Parking Authority  
 Group(s): 10043012, 10043013, 10043014, 10044862, 10044863  
 Effective Months Range: 2016-04 - 2017-03  
 Coverage Category(s): ME - Medical

Group Number	Group Name	Account ID	Coverage Category	Product Package Code - Name	Line of Business Rollup	Family Tier	2016-04		2016-05		2016-06		2016-07		2016-08		2016-09		2016-10		2016-11		2016-12		2017-01		2017-02		2017-03					
							Contract Counts	Member Counts	Contract Counts	Member Counts	Contract Counts	Member Counts	Contract Counts	Member Counts	Contract Counts	Member Counts	Contract Counts	Member Counts	Contract Counts	Member Counts	Contract Counts	Member Counts	Contract Counts	Member Counts	Contract Counts	Member Counts	Contract Counts	Member Counts	Contract Counts	Member Counts	Contract Counts	Member Counts	Contract Counts	Member Counts
							10043012	PHILADELPHIA PARKING AUTHORITY	1536191001	ME	1854825948 - PERSONAL CHOICE PPO FLEX MED/SURG 2001	COMMERCIAL PPO STANDARD	Single	5	5	5	5	5	5	6	6	6	6	6	6	7	7	7	7	7	7	7	7	7
						Husband and Wife	8	16	8	16	8	16	8	16	8	16	8	16	8	16	8	16	8	16	8	16	8	16	8	16				
						Parent and Child	6	12	6	12	6	12	6	12	6	12	5	10	4	8	4	8	4	8	4	8	5	10	5	10				
						Parent and Children	1	4	1	4	1	4	1	4	1	4	1	4	1	4	1	4	1	4	1	4	1	4	1	4				
						Family	6	25	6	25	6	25	6	25	6	25	7	28	7	28	8	31	8	31	8	31	8	31	8	31				
10043013	PHILADELPHIA PARKING AUTHORITY	1536191002	ME	1953867644 - KEYSTONE HMO FLEX MED/SURG 1001	COMMERCIAL HMO	Single	285	285	287	287	289	289	292	292	301	301	298	298	301	295	295	294	294	289	289	285	285	285	285					
						Husband and Wife	68	136	69	138	70	140	69	138	69	138	69	136	68	136	69	138	69	138	68	136	70	140	67	134				
						Parent and Child	69	138	73	146	75	150	73	146	71	142	73	146	76	152	75	150	75	150	71	142	70	140	71	142				
						Parent and Children	51	175	49	169	51	175	52	178	51	175	52	180	55	189	54	186	53	180	55	186	55	186	53	179				
						Family	96	359	95	356	95	360	93	353	94	357	95	361	92	349	91	346	92	346	92	349	92	350	95	360				
10043014	PHILADELPHIA PARKING AUTHORITY	1536191002	ME	1851726601 - KEYSTONE DPOS FLEX MED/SURG 1026	COMMERCIAL FLEX DIRECT POS	Single	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5					
						Husband and Wife	3	6	3	6	3	6	3	6	4	8	4	8	4	8	4	8	4	8	4	8	4	8	4	8				
						Family	5	20	5	20	5	20	5	21	4	18	4	18	4	16	4	16	4	16	4	16	4	16	4	18				
10044862	PHILADELPHIA PARKING AUTHORITY	1536190003	ME	1898137487 - IBC - FACILITY - MEDIGAP - SECURITY PLAN C	SECURITY 65	Single	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2					
10044863	PHILADELPHIA PARKING AUTHORITY	1536190004	ME	1891730814 - IBC - FACILITY - SECURITY 65 PLAN C	SECURITY 65	Single																												

Enrollment Counts - Summary

9/28/2017 2:53 PM

Report for Customer: 0000357484 - Philadelphia Parking Authority

Group(s): 10043012, 10043013, 10043014, 10044862, 10044863

Effective Months Range: 2016-04 - 2017-03

Coverage Category(s): ME - Medical

Group Number	Group Name	Family Tier	2016-04		2016-05		2016-06		2016-07		2016-08		2016-09		2016-10		2016-11		2016-12		2017-01		2017-02		2017-03			
			Contract Counts	Member Counts																								
10043012	PHILADELPHIA PARKING AUTHORITY	Single	5	5	5	5	5	5	6	6	6	6	6	6	7	7	7	7	7	7	7	7	7	7	7	7	7	
		Husband and Wife	8	16	8	16	8	16	8	16	8	16	8	16	8	16	8	16	8	16	8	16	8	16	8	16	8	16
		Parent and Child	5	12	6	12	6	12	6	12	6	12	5	10	4	8	4	8	4	8	5	10	5	10	5	10	5	10
		Parent and Children			1	4	1	4	1	4	1	4	1	4	1	4	1	4	1	4	1	4	1	4	1	4	1	4
		Family	6	25	6	25	6	25	6	25	6	25	7	28	7	28	8	31	8	31	8	31	8	31	8	31	8	31
10043013	PHILADELPHIA PARKING AUTHORITY	Single	285	285	287	287	289	289	292	292	301	301	298	298	301	301	295	295	294	294	289	289	285	285	285	285	285	
		Husband and Wife	68	136	69	138	70	140	69	138	69	138	68	136	68	136	69	138	69	138	68	136	70	140	70	140	67	134
		Parent and Child	69	138	73	146	75	150	73	146	71	142	73	146	76	152	75	150	75	150	71	142	70	140	71	142	71	142
		Parent and Children	51	175	49	169	51	175	52	178	51	175	52	180	55	189	54	186	53	180	55	186	55	186	55	186	53	179
		Family	96	359	95	356	95	360	93	353	94	357	95	361	92	348	91	346	91	346	92	349	92	350	95	360	95	360
10043014	PHILADELPHIA PARKING AUTHORITY	Single	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	
		Husband and Wife	3	6	3	6	3	6	3	6	3	6	4	8	4	8	4	8	4	8	3	6	2	4	2	4	2	4
		Family	5	20	5	20	5	20	5	21	4	18	4	18	4	18	4	18	4	18	4	18	4	18	4	18	4	18
10044862	PHILADELPHIA PARKING AUTHORITY	Single	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2		
10044863	PHILADELPHIA PARKING AUTHORITY	Single																		1	1	1	1	1	1	1		

**Enrollment Counts - Summary**

9/28/2017 2:53 PM

Report for Customer: 0000357484 - Philadelphia Parking Authority

Group(s): 10043012, 10043013, 10043014, 10043015, 10044862, 10044863

Effective Months Range: 2015-04 - 2016-03

Coverage Category(s): ME - Medical

Group Number	Group Name	Family Tier	2015-04		2015-05		2015-06		2015-07		2015-08		2015-09		2015-10		2015-11		2015-12		2016-01		2016-02		2016-03	
			Contract Counts	Member Counts																						
10043012	PHILADELPHIA PARKING AUTHORITY	Single	4	4	4	4	4	4	4	4	3	3	3	3	2	2	2	2	3	3	3	3	3	3	4	4
		Husband and Wife	4	8	5	10	6	12	6	12	6	12	7	14	7	14	7	14	6	12	7	14	7	14	7	14
		Parent and Child	3	6	3	6	3	6	3	6	4	8	5	10	5	10	5	10	5	10	5	10	5	10	5	10
		Family	8	32	8	32	7	29	7	29	7	29	7	29	7	29	7	29	7	29	7	29	7	29	7	29
10043013	PHILADELPHIA PARKING AUTHORITY	Single	245	245	248	248	255	255	263	263	274	274	278	278	273	273	277	277	290	290	286	286	286	286	287	287
		Husband and Wife	66	132	68	132	66	132	67	134	68	136	68	136	68	136	68	136	68	136	68	136	68	136	70	140
		Parent and Child	63	125	57	114	56	112	57	114	54	108	61	122	62	124	64	128	66	132	64	128	67	134	68	136
		Parent and Children	48	168	48	168	46	159	47	162	50	172	52	178	52	178	52	177	51	176	52	180	52	180	53	183
Family	100	373	101	376	101	375	100	371	101	376	99	368	97	361	96	357	96	356	95	351	95	351	95	351		
10043014	PHILADELPHIA PARKING AUTHORITY	Single	6	6	6	6	6	6	6	6	6	6	6	6	7	7	7	7	7	7	6	6	6	6	6	
		Husband and Wife	5	10	5	10	5	10	5	10	5	10	5	10	4	8	4	8	4	8	4	8	3	6	3	6
		Family	6	23	5	20	5	20	5	20	5	20	5	20	5	20	5	20	5	20	5	20	5	20	5	20
10044862	PHILADELPHIA PARKING AUTHORITY	Single	23	23	23	23	23	23	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	
		Husband and Wife	3	6	3	6	3	6	3	6																
10044863	PHILADELPHIA PARKING AUTHORITY	Single	3	3	3	3	3	3	3	3	3	3	3	3												
		Husband and Wife	3	6	3	6	3	6																		

**Enrollment Counts - Details**

9/28/2017 2:53 PM

Report for Customer: 000357484 - Philadelphia Parking Authority

Group(s): 10043012, 10043013, 10043014, 10043015, 10044862, 10044863

Effective Months Range: 2015-04 - 2016-03

Coverage Category(s): ME - Medical

Group Number	Group Name	Account ID	Coverage Category	Product Package Code - Name	Line of Business Rollup	Family Tier	2015-04		2015-05		2015-06		2015-07		2015-08		2015-09		2015-10		2015-11		2015-12		2016-01		2016-02		2016-03							
							Contract Counts	Member Counts																												
10043012	PHILADELPHIA PARKING AUTHORITY	1536191001	ME	1954825548 - PERSONAL CHOICE PPO FLEX MED/SURG 2001	COMMERCIAL PPO STANDARD	Single	4	4	4	4	4	4	4	4	3	3	3	3	2	2	2	2	3	3	3	3	3	3	4	4						
						Husband and Wife	4	8	5	10	6	12	6	12	6	12	7	14	7	14	7	14	6	12	7	14	6	12	7	14	7	14	7	14		
						Parent and Child	3	6	3	6	3	6	3	6	4	8	5	10	5	10	5	10	5	10	5	10	5	10	5	10	5	10	5	10	5	10
						Family	8	32	8	32	7	29	7	29	7	29	7	29	7	29	7	29	7	29	7	29	7	29	7	29	7	29	7	29	7	29
10043013	PHILADELPHIA PARKING AUTHORITY	1536191002	ME	1953867644 - KEYSTONE HMO FLEX MED/SURG 1001	COMMERCIAL HMO	Single	245	245	248	248	255	255	263	263	274	274	276	276	273	273	277	277	280	280	286	286	286	286	286	287	287					
						Husband and Wife	86	132	66	132	66	132	67	134	68	136	68	136	68	136	68	136	68	136	68	136	68	136	68	136	68	136	70	140		
						Parent and Child	63	125	57	114	56	112	57	114	64	128	61	122	62	124	64	128	66	132	64	128	67	134	67	134	68	136	68	136		
						Parent and Children	48	168	48	168	46	159	47	162	50	172	52	178	52	178	52	178	52	177	51	176	52	180	53	183	53	183	53	183		
Family	100	373	101	376	101	375	100	371	101	376	98	369	97	361	96	357	96	355	95	351	95	351	95	351	95	351	95	351	95	351						
10043014	PHILADELPHIA PARKING AUTHORITY	1536191002	ME	1951726681 - KEYSTONE DPOS FLEX MED/SURG 1026	COMMERCIAL FLEX DIRECT POS	Single	6	6	6	6	6	6	6	6	6	6	6	6	6	7	7	7	7	7	7	7	7	7	7	7						
						Husband and Wife	5	10	5	10	5	10	5	10	5	10	5	10	5	10	4	8	4	8	4	8	4	8	4	8	4	8	4	8		
						Family	6	23	5	20	5	20	5	20	5	20	5	20	5	20	5	20	5	20	5	20	5	20	5	20	5	20	5	20		
10044862	PHILADELPHIA PARKING AUTHORITY	1536190003	ME	1898137487 - IBC - FACILITY - MEDIGAP	SECURITY 65	Single	23	23	23	23	23	23	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2						
						Husband and Wife	3	6	3	6	3	6	3	6	3	6	3	6	3	6	3	6	3	6	3	6	3	6	3	6	3	6	3	6		
10044863	PHILADELPHIA PARKING AUTHORITY	1536190004	ME	1891730814 - IBC - FACILITY - SECURITY 65	SECURITY 65	Single	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3						
						Husband and Wife	3	6	3	6	3	6	3	6	3	6	3	6	3	6	3	6	3	6	3	6	3	6	3	6	3	6	3	6		

**Enrollment Counts - Details**  
 9/28/2017 2:53 PM

Report for Customer: 0000357484 - Philadelphia Parking Authority  
 Group(s): 10043012, 10043013, 10043014, 10043015, 10044862, 10044863  
 Effective Months Range: 2016-04 - 2016-03  
 Coverage Category(s): ME - Medical

Group Number	Group Name	Account ID	Coverage Category	Product Package Code - Name	Line of Business Rollup	Family Tier	2015-04		2015-05		2015-06		2015-07		2015-08		2015-09		2015-10		2015-11		2015-12		2016-01		2016-02		2016-03					
							Contract Counts	Member Counts	Contract Counts	Member Counts	Contract Counts	Member Counts	Contract Counts	Member Counts	Contract Counts	Member Counts	Contract Counts	Member Counts	Contract Counts	Member Counts	Contract Counts	Member Counts	Contract Counts	Member Counts	Contract Counts	Member Counts	Contract Counts	Member Counts	Contract Counts	Member Counts	Contract Counts	Member Counts	Contract Counts	Member Counts
							10043012	PHILADELPHIA PARKING AUTHORITY	1536191001	ME	1954625548 - PERSONAL CHOICE PPO FLEX MED/SURG 2001	COMMERCIAL PPO STANDARD	Single	4	4	4	4	4	4	4	3	3	3	2	2	2	2	3	3	3	3	3	3	3
						Husband and Wife	4	8	5	10	6	12	6	12	6	12	6	12	7	14	7	14	7	14	6	12	7	14	7	14				
						Parent and Child	3	6	3	6	3	6	3	6	4	8	5	10	5	10	5	10	5	10	5	10	5	10	5	10				
						Family	8	32	8	32	7	29	7	29	7	29	7	29	7	29	7	29	7	29	7	29	7	29	7	29				
10043013	PHILADELPHIA PARKING AUTHORITY	1536191002	ME	1953867644 - KEYSTONE HMD FLEX MED/SURG 1001	COMMERCIAL HMO	Single	245	245	248	248	255	255	263	263	274	274	276	276	273	277	277	290	290	285	286	286	286	287	287					
						Husband and Wife	86	132	66	132	66	132	67	134	68	136	68	136	68	136	68	136	68	136	68	136	68	136	70	140				
						Parent and Child	63	126	57	114	56	112	57	114	64	128	61	122	62	124	64	128	66	132	64	128	67	134	68	136				
						Parent and Children	48	168	45	168	45	159	47	162	48	172	52	178	52	178	52	178	52	177	51	176	52	180	53	183				
						Family	100	373	101	376	101	375	100	371	101	376	99	369	97	361	96	357	96	355	95	351	95	351	95	351				
10043014	PHILADELPHIA PARKING AUTHORITY	1536191002	ME	1951726681 - KEYSTONE DPOS FLEX MED/SURG 1026	COMMERCIAL FLEX DIRECT POS	Single	6	6	6	6	6	6	6	6	6	6	6	6	7	7	7	7	7	6	6	6	6	6	6					
						Husband and Wife	5	10	5	10	5	10	5	10	5	10	5	10	4	8	4	8	4	8	4	8	3	6	3	6				
						Family	6	23	5	20	5	20	5	20	5	20	5	20	5	20	5	20	5	20	5	20	5	20	5	20				
10044862	PHILADELPHIA PARKING AUTHORITY	1536190003	ME	1898137487 - IBC - FACILITY - MEDIGAP	SECURITY 65	Single	23	23	23	23	23	23	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2					
						Husband and Wife	3	6	3	6	3	6	3	6	3	6	3	6	3	6	3	6	3	6	3	6	3	6	3	6				
10044863	PHILADELPHIA PARKING AUTHORITY	1536190004	ME	1891730814 - IBC - FACILITY - SECURITY 65	SECURITY 65	Single	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3					
						Husband and Wife	3	6	3	6	3	6	3	6	3	6	3	6	3	6	3	6	3	6	3	6	3	6	3	6				

Enrollment Counts - Summary

9/28/2017 2:53 PM

Report for Customer: 0000357484 - Philadelphia Parking Authority

Group(s): 10043012, 10043013, 10043014, 10043015, 10044862, 10044863

Effective Months Range: 2015-04 - 2016-03

Coverage Category(s): ME - Medical

Group Number	Group Name	Family Tier	2015-04		2015-05		2015-06		2015-07		2015-08		2015-09		2015-10		2015-11		2015-12		2016-01		2016-02		2016-03	
			Contract Counts	Member Counts																						
10043012	PHILADELPHIA PARKING AUTHORITY	Single	4	4	4	4	4	4	4	4	3	3	3	3	2	2	2	2	3	3	3	3	3	3	4	4
		Husband and Wife	4	8	5	10	6	12	6	12	6	12	6	12	7	14	7	14	6	12	7	14	7	14	7	14
		Parent and Child	3	6	3	6	3	6	3	6	4	8	5	10	5	10	5	10	5	10	5	10	5	10	5	10
		Family	8	32	8	32	7	28	7	28	7	29	7	29	7	29	7	29	7	29	7	29	7	29	7	29
10043013	PHILADELPHIA PARKING AUTHORITY	Single	245	245	248	248	255	255	263	263	274	274	276	276	273	273	277	277	290	290	286	286	286	286	287	287
		Husband and Wife	66	132	66	132	68	132	67	134	68	136	68	136	68	136	68	136	68	136	68	136	68	136	70	140
		Parent and Child	63	125	57	114	56	112	57	114	64	128	61	122	62	124	64	128	66	132	64	128	67	134	68	136
		Parent and Children	48	168	48	168	46	158	47	162	50	172	52	178	52	178	52	177	51	176	52	177	51	176	52	180
Family	100	373	101	376	101	375	100	371	101	376	99	369	97	361	96	357	96	355	95	351	95	351	95	351		
10043014	PHILADELPHIA PARKING AUTHORITY	Single	6	6	6	6	6	6	6	6	6	6	6	6	7	7	7	7	7	7	6	6	6	6	6	6
		Husband and Wife	5	10	5	10	5	10	5	10	5	10	5	10	4	8	4	8	4	8	4	8	4	8	4	8
		Family	6	23	5	20	5	20	5	20	5	20	5	20	5	20	5	20	5	20	5	20	5	20	5	20
		Single	23	23	23	23	23	23	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
10044862	PHILADELPHIA PARKING AUTHORITY	Single	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
		Husband and Wife	3	6	3	6	3	6	3	6	3	6	3	6	3	6	3	6	3	6	3	6	3	6	3	6
10044863	PHILADELPHIA PARKING AUTHORITY	Single	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
		Husband and Wife	3	6	3	6	3	6	3	6	3	6	3	6	3	6	3	6	3	6	3	6	3	6	3	6

# Exhibit C

COBRA Rates for Plan Year

2015-2016	Ended 10/31/2016
<u>HMO</u>	
EE	623.55
EE+Spouse	1437.18
EE+Child	959.97
EE+Children	1358.86
Family	1855.42
<u>POS</u>	
EE	659.11
EE+Spouse	1518.68
EE+Child	955.93
EE+Children	1353.04
Family	1959.85
<u>PPO</u>	
EE	670.002
EE+Spouse	1550.19
EE+Child	1027.84
EE+Children	1370.05
Family	1991.08

2016-2017	Effective 11/1/2016
<u>HMO</u>	
EE	816.13
EE+Spouse	1869.5
EE+Child	1238.18
EE+Children	1786.63
Family	2395.47
<u>POS</u>	
EE	865.08
EE+Spouse	1981.67
EE+Child	1312.45
EE+Children	1893.82
Family	2539.19
<u>PPO</u>	
EE	881.41
EE+Spouse	2019.06
EE+Child	1337.22
EE+Children	1929.54
Family	2587.11

2017-2018	Remained the same no increase
<u>HMO</u>	
EE	816.13
EE+Spouse	1869.5
EE+Child	1238.18
EE+Children	1786.63

COBRA Rates for Plan Year

Family	2395.47
<b><u>POS</u></b>	
EE	865.08
EE+Spouse	1981.67
EE+Child	1312.45
EE+Children	1893.82
Family	2539.19
<b><u>PPO</u></b>	
EE	881.41
EE+Spouse	2019.06
EE+Child	1337.22
EE+Children	1929.54
Family	2587.11

# Exhibit D

# HM LIFE INSURANCE COMPANY

FIFTH AVENUE PLACE, 120 FIFTH AVENUE, PITTSBURGH, PA 15222-3099

1-800-328-5433

**POLICY NUMBER**

405529-C

**NAME OF POLICYHOLDER**

Philadelphia Parking Authority

**TYPE OF COVERAGE**

Stop Loss Insurance

**EFFECTIVE DATE**

April 01, 2017

**POLICY TERM**

April 01, 2017 through March 31, 2018

**POLICY DELIVERED IN**

Pennsylvania and governed by the laws of that state.

**HM Life Insurance Company** agrees to pay the benefits provided by this Policy, in accordance with the provisions of this Policy.

The consideration for this Policy is the application of the Policyholder and the payment by the Policyholder of premiums as provided herein.

This Policy provides benefits to the Policyholder when Eligible Claims Expenses, which are actually Paid by the Policyholder through the Covered Underlying Plan(s), exceed the levels defined in this Policy. The benefits of this Policy and the terms and conditions that apply to this Policy are explained herein.

This Policy begins at 12:01 AM current Eastern Time on the first day of the current Policy Term and ends at 11:59 PM current Eastern Time on the last day of the current Policy Term, and may be renewed for subsequent Policy Terms. If this Policy is renewed the terms and conditions of this Policy may be revised.

This Policy will terminate automatically upon the failure of the Policyholder to pay any premium within the Grace Period. Termination of this Policy for any reason other than non-payment of premium will occur following written notice by the Policyholder or us.

All provisions on this and the following pages are a part of this Policy. The definitions of terms apply whenever the terms are used anywhere in this Policy. "We", "us", and "our" refer to **HM Life Insurance Company**. Other defined terms are printed with an initial capital letter.

**HM Life Insurance Company**

By



President

**This Policy is Non-Participating**

HL601-SL (810)

1

405529-C  
Specific Stop Loss  
03/07/2017

Table of Contents

Part 1. DECLARATION PAGE..... 3  
Part 2. BENEFITS..... 5  
Part 3. EXCLUSIONS AND LIMITATIONS..... 5  
Part 4. CLAIMS ADMINISTRATOR..... 6  
Part 5. CLAIM PROVISIONS..... 7  
Part 6. MATERIAL CHANGES..... 8  
Part 7. TERMINATION AND RENEWAL..... 8  
Part 8. PREMIUMS..... 9  
Part 9. GENERAL PROVISIONS..... 10  
Part 10. RECORDS AND REPORTS..... 12  
Part 11. LIABILITY AND INDEMNIFICATION..... 13  
Part 12. ENTIRE CONTRACT, CHANGES..... 13  
Part 13. INCONTESTABLE CLAUSE..... 13  
Part 14. LEGAL ACTIONS..... 13  
Part 15. INSOLVENCY..... 14  
Part 16. ASSIGNMENT..... 14  
Part 17. DEFINITIONS..... 14  
RENEWAL RIDER..... 1  
EXTENDED LIABILITY RIDER..... 1

HL601-SL (\$10)

2

405529-C  
Specific Stop Loss  
03/07/2017

**Part 1. DECLARATION PAGE**

**A. POLICY INFORMATION**

- 1. Policy Number 405529-C
- 2. Policyholder Philadelphia Parking Authority
- 3. Current Policy Term April 01, 2017 through March 31, 2018
- 4. Covered Underlying Plan(s) Philadelphia Parking Authority Health Plan
- 5. Claims Administrator Independence Blue Cross  
Claims Administrator for the Prescription Drug Card is  
Caremark

**B. SPECIFIC BENEFIT SCHEDULE**

For all Eligible Claims Expenses except those to which a Special Risk Limitation applies:

- 1. Covered Claims Basis  
  
**Incurred & Paid:** Eligible Claims Expenses Incurred from April 01, 2015 through March 31, 2018 and actually Paid from April 01, 2017 through March 31, 2018.
- 2. Specific Eligible Claims Expenses include:
 

Health Care	Yes
Dental	No
Vision	No
Prescription Drug Card	Yes
Short Term Disability	No
Other:	No
- 3. Number of Covered Units  
Composite 624
- 4. Specific Deductible  
Per Participant \$250,000
- 5. Specific Payable Percentage (in excess of Specific Deductible) 100%
- 6. Maximum Specific Benefit  
Per Participant in excess of the Specific Deductible Unlimited  
Per Lifetime

HL601-SL (810)

3

405529-C  
Specific Stop Loss  
03/07/2017

C. PREMIUM

Specific Premium per Month

Composite:

\$85.99

Specific Rate Guarantee Period:

12 Months

The Specific Premium per Month only applies to the current Policy Term.

D. SPECIAL RISK LIMITATIONS:

Bill Credit Provision:

Regardless of any provision in the Policy to the contrary we will:

1. Provide stop loss data to Independence Blue Cross weekly on any Participant who may have exceeded the Specific Deductible.
2. Forward funds representing eligible stop loss benefit payments to Independence Blue Cross to credit the estimated difference between the Specific Deductible and the amount needed to fund the first dollar claims on any such Participants.
3. Reconcile amounts forwarded to Independence Blue Cross against the original estimate amount. Any difference between the amount credited to the Policyholder and our actual payment under the Policy will be billed directly to the Policyholder.

This provision only applies to claims administered by Independence Blue Cross.

Disabled/Hospital Confined, actively at work, activity of daily living, out of hospital, or similar requirements waived with Disclosure

Yes

Retirees Included:

No

Regardless of anything in this Policy to the contrary if Independence Blue Cross is the Claim Administrator, assignment of interest under this Policy may be permitted provided the original or duplicate of any such assignment is on file with us. We do not assume any responsibility for the validity of an assignment.

E. AFFILIATES

None

HL601-SL (810)

4

405529-C  
Specific Stop Loss  
03/07/2017

## Part 2. BENEFITS

Unless otherwise indicated in the Covered Claims Basis section(s) in the Specific Benefit Schedule, benefits under this Policy will only be paid by us based on Eligible Claims Expenses through the Covered Underlying Plan(s) which are incurred and or actually Paid after the Effective Date of this Policy and which are actually Paid by the Policyholder during the Policy Term. The Specific Benefit Schedule and Policy Term are shown on the Declaration Page.

### A. SPECIFIC BENEFIT

We will pay the Policyholder the following Specific Benefit, in accordance with the terms of settlement mutually agreed upon by the Policyholder and us.

The Specific Benefit payable with respect to a Participant will equal the amount of Eligible Claims Expenses which are actually Paid by the Policyholder for such Participant minus (A plus B), where:

- A = The Specific Deductible for the Participant
- B = Any amounts actually Paid for Covered Expenses Incurred by a Participant later recovered through any recovery provision of this Policy or the Covered Underlying Plan

Times the Specific Payable Percentage.

We will pay Specific Benefits as they become due following satisfaction of the Specific Deductible, subject to the terms and conditions of this Policy.

The Specific Benefit does not include any amount actually Paid by the Policyholder for the Policy Term for Excluded Claims Expenses.

### Part 3. EXCLUSIONS AND LIMITATIONS

No Deductible of this Policy will be satisfied and no benefit of this Policy will be paid for:

1. UNDERLYING PLAN: Any amount actually Paid by the Policyholder for an expense Incurred:
  - a. When the Covered Underlying Plan is not in effect; or
  - b. By a person who is not a Participant when the expense is incurred; or
  - c. That is not specifically covered under the terms of the Covered Underlying Plan(s), or that the Policyholder is not required to pay in accordance with the terms of the Covered Underlying Plan(s); or
  - d. Prior to the initial Incurred date shown in Covered Claims Basis on the Declaration Page.
2. NONDISCLOSURE: Any amount which is actually Paid by the Policyholder for an expense which is Incurred by a Participant who:
  - a. Was a Participant at the time of the initial underwriting of this Policy, but whose Known medical conditions were not accurately Disclosed to us at that time by the Policyholder or the Policyholder's Claims Administrator.

HL601-SL (\$10)

5

405529-C  
Specific Stop Loss  
03/07/2017

- b. Was a Participant at the end of the Policy Term, but whose Known medical conditions were not accurately Disclosed to us by the Policyholder or the Policyholder's Claims Administrator prior to the date this Policy is renewed for a subsequent Policy Term.
  - c. Becomes a Participant after the Effective Date of this Policy, but whose Known medical conditions were not accurately Disclosed to us by the Policyholder or the Policyholder's Claims Administrator before the date the Policyholder acquires another Affiliate, or establishes another class of employees eligible for coverage through the Covered Underlying Plan(s).
3. **OTHER COVERAGE:** The amount of any expenses for benefits to any Participant with coverage under any other plan which, when combined with the benefits payable by such other plan, would cause the total paid by that plan and the Covered Underlying Plan(s) to exceed 100% of the Participant's actual expenses.
4. **ADMINISTRATIVE COSTS:** Any amount, which is actually Paid by the Policyholder for:
- a. Administrative costs, including but not limited to, administrative costs for claim payments, networks, case management fees in excess of the usual and customary charge, PPO access fees and Prescription Drug administration fees; or
  - b. Capitation fees; or
  - c. The expense of litigation; or
  - d. Extra-contractual damages, compensatory damages, or punitive damages.
5. **LOST PROVIDER DISCOUNTS:** Provider discounts of any kind lost due to untimely payment of claims by the Policyholder or the Policyholder's authorized representative.

**Part 4. CLAIMS ADMINISTRATOR**

The Policyholder must retain a Claims Administrator at all times. All Claims Administrators must be approved by us. The Claims Administrator performs as the Policyholder's agent and we will not be held liable for any act or omission of the Claims Administrator.

We will only reimburse the Policyholder for Eligible Claims Expenses paid by an approved Claims Administrator.

The Claims Administrator will:

- 1. Supervise the administration and adjustment of all claims and verify the accuracy and computation of all claims in accordance with the terms of the Covered Underlying Plan;
- 2. Maintain accurate records of all claim payments;
- 3. Maintain separate records of expenses not covered; and
- 4. Provide us with the following data for the preceding Policy Month on or before the 30th day of each succeeding Policy Month:
  - a. notice of claims that reach 50% of the Specific Deductible; and
  - b. number of Covered Units or Covered Family Units; and

HL601-SL (810)

- c. total amount of claims paid.
- 5. Secure and keep renewed, at their expense, all licenses, permits, authorizations or certificates of authority in the states where the Claims Administrator conducts the business of insurance in accordance with statutory requirements.

We will not be responsible for any compensation due to the Claims Administrator for functions performed by the Claims Administrator for the Policyholder.

This Policy will not be deemed to make us a party to any agreement between the Policyholder and the Claims Administrator.

For the purpose of any notice required from us under the provisions of this Policy, notice to the Policyholder's Claims Administrator will be considered notice to the Policyholder and notice to the Policyholder will be considered notice to the Policyholder's Claims Administrator.

#### Part 5. CLAIM PROVISIONS

##### A. NOTICE OF CLAIM

The Policyholder or the Policyholder's Claims Administrator must notify us within 20 days of the date:

1. The Policyholder or the Policyholder's Claims Administrator is notified that a Participant has Incurred Eligible Claims Expenses through the Covered Underlying Plan for a Catastrophic Claim, Large Claim or Shock Loss; or
2. The Policyholder or the Policyholder's Claims Administrator is notified that a Participant has Incurred Eligible Claims Expenses through the Covered Underlying Plan that exceed 50% of the Specific Deductible.

Failure to give notice within such time will not invalidate or reduce any claim if it is shown not to have been reasonably possible to give such notice in time and that notice was given as soon as was reasonably possible. The notice to us must include:

1. The identity of or unique identifier associated with the Participant.
2. A description of the illness or accident and the prognosis.
3. A listing of the Eligible Claims Expenses Incurred by or Known to the Policyholder to date through the Covered Underlying Plan(s).

##### B. PROOF OF LOSS

The Policyholder or the Policyholder's Claims Administrator must provide satisfactory proof of loss to support a claim within 90 days after the end of the current Policy Term or the end of the Paid period shown in Covered Claims Basis for the current Policy Term, if later. Claims not filed within this time limit will be denied and no benefits will be paid by us.

Upon presentation of satisfactory proof of loss the Policyholder represents that all monies necessary to pay for services and supplies have been paid to the Participant or respective providers of medical services or supplies to which the claim for reimbursement under the Policy relates.

HL601-SL (810)

7

405529-C  
Specific Stop Loss  
03/07/2017

### Part 6. MATERIAL CHANGES

We reserve the right to approve any Material Change or Change. The Policyholder or the Policyholder's Claims Administrator must notify us of any Change in writing prior to the effective date of such Change.

Upon receipt of a Material Change we reserve the right to:

1. Accept the Change without revising the Premium Rates and/or other terms and conditions of this Policy; or
2. Accept the Change and revise the Premium Rates and/or other terms and conditions of this Policy; or
3. Not accept the Change and pay benefits under this Policy as if the Change had not occurred.

If we accept the Change we will consider the Change approved on the date of the Change.

Payment of any benefits under this Policy based on a Change is subject to the Policyholder's written acceptance of any necessary adjustment to the premium.

### Part 7. TERMINATION AND RENEWAL

#### A. TERMINATION

This Policy and all coverage under this Policy will terminate 11:59 PM current Eastern Time on the earliest of the following dates:

1. The end of the last period for which premiums were paid.
2. The Premium Due Date next following receipt by us of written notice from the Policyholder that this Policy is to be terminated.
3. The end of any Policy Term, following 30 days prior written notice to the Policyholder of termination.
4. The Premium Due Date following 30 days prior written notice to the Policyholder that we are planning to terminate this Policy because:
  - a. there are fewer than 50 Covered Units; or
  - b. we have refused to accept a Material Change; or
  - c. the Policyholder has refused to accept any necessary adjustment to the premium due to a Material Change.
5. The date the Covered Underlying Plan(s) and all coverage under such plan(s) end.
6. The date of cancellation of the administrative agreement between the Policyholder and the Policyholder's Claims Administrator, unless the Policyholder has selected another administrator prior to such cancellation and we have consented to the Policyholder's selection in writing.
7. On any date mutually agreed to by the Policyholder and us.

HL601-SL (810)

8

405529-C  
Specific Stop Loss  
03/07/2017

If this Policy terminates prior to the end of the current Policy Term, the Covered Claims Basis of this Policy will be limited to Eligible Claims Expenses Incurred and actually Paid by 11:59 PM current Eastern Time up to the date this Policy terminates.

**B. RENEWAL**

Unless terminated during or prior to the end of current Policy Term, this Policy may be renewed at the end of any Policy Term. At renewal we reserve the right to revise the terms and conditions that apply to the Policy including the rates, Deductibles, and the terms and conditions of this Policy by providing written notice to the Policyholder.

Renewal is subject to:

1. Receipt of any requested Claim Information prior to the beginning of the subsequent Policy Term; and
2. The Policyholder's written acceptance of the terms and conditions that apply to the renewal prior to the beginning of the subsequent Policy Term.

**Part 8. PREMIUMS**

**A. AMOUNT OF PREMIUMS**

Premium is calculated based upon the number of Covered Units reported in any given Policy Month. The number of Covered Units for each Policy Month will be determined in accordance with the definition of Covered Unit. The estimated number of Covered Units for the first Policy Month shown in the Specific Benefit Schedule is based on the estimated initial enrollment.

**B. CHANGES IN PREMIUM RATES**

We reserve the right to change any rate or percentage used in determining the monthly premium. The change may occur on one of the following dates:

1. On any Premium Due Date, if the number of Covered Units changes by more than 10% on the Effective Date of this Policy or the number on the date of the last Policy Anniversary, whichever is the later date.
2. Retroactively to the beginning of the Policy Term if we determine that claim payments are not being made in accordance with the terms and conditions of the Covered Underlying Plan(s).
3. On the date of any Material Change approved by us.
4. The date of an administrative agreement between the Policyholder and a new Claims Administrator is effective provided we have consented to the Policyholder's selection in writing.
5. On any Policy Anniversary.
6. At the end of any Policy Term.

We will give the Policyholder 30 days prior written notice of any change in any rate or percentage used in determining the monthly premium.

HL601-SL (810)

C. PAYMENT OF PREMIUMS

All premiums are due on the applicable Premium Due Date. Each premium is payable by the Policyholder on or before the Premium Due Date direct to us at our Home Office. The payment of each premium as it becomes due will maintain this Policy in force through the date immediately preceding the next Premium Due Date.

D. GRACE PERIOD

A Grace Period of 31 days will be allowed for the payment of each premium after the first premium. Should a premium which is otherwise due not be paid during the Grace Period, this Policy will automatically terminate on the last day of the Policy Month for which premiums were last paid at 11:59 PM current Eastern Time, without further notice to the Policyholder. Our liability will be limited to Eligible Claims Expenses that are Paid by the Policyholder prior to 11:59 PM current Eastern Time on last day of the Policy Month for which premiums were last paid.

**Part 9. GENERAL PROVISIONS**

A. HOLD HARMLESS

1. The Policyholder agrees to hold us harmless from any legal expenses incurred or judgments awarded arising out of any dispute involving a current or former Participant in the Policyholder's Covered Underlying Plan(s), to the extent such legal expenses or judgments were not incurred as a result of our negligence or intentional wrongful acts.

If we are notified that we have been named, or are likely to be named, as a defendant in any action involving a current or former Participant in the Policyholder's Covered Underlying Plan(s) we will give the Policyholder written notice of the dispute within a reasonable time. We will make all probative material available to the Policyholder upon written request from the Policyholder. We will cooperate with the Policyholder in matters pertaining to the dispute. However, such cooperation with the Policyholder will not waive our right to solely defend or settle any such action in any manner we deem prudent.

2. We agree to hold the Policyholder harmless from any legal expenses incurred or judgments(s) awarded arising out of any breach of this Policy by us arising out of our negligence or wrongful acts to the extent such legal expenses or judgments(s) were not incurred as a result of the Policyholder's negligence or intentional wrongful acts.

If the Policyholder is notified that they have been named, or are likely to be named, as a defendant in any action involving a current or former Participant in the Policyholder's Covered Underlying Plan(s), the Policyholder will give us written notice of the dispute within a reasonable time. The Policyholder will make all probative material available to us upon our written request. The Policyholder will cooperate with us in matters pertaining to the dispute. However, such cooperation will not waive the Policyholder's right to solely defend or settle any such action in any manner they deem prudent.

B. TAXES

The Policyholder agrees to hold us harmless from any state premium taxes incurred with respect to funds paid to or by the Policyholder through the Covered Underlying Plan(s). If any state premium tax is assessed against us with respect to such funds, the Policyholder must reimburse us for the amount of the state premium tax liability including any interest, penalty and costs incurred by us as a result of the assessment. Taxes incurred with respect to premiums paid for this Policy will be our responsibility.

C. NOTICE OF OBJECTION

Any objection, notice of legal action, or complaint received on a claim processed by the Policyholder or the Policyholder's Claims Administrator and on which it reasonably appears a benefit will be payable to the Policyholder under this Policy, must be brought to the immediate attention of our claims department.

D. POLICY NON-PARTICIPATING

This Policy is non-participating and does not share in our surplus earnings.

E. OFFSET

We have the right to offset any benefits payable to the Policyholder under this Policy against premiums due and unpaid by the Policyholder, but this right will not prevent the termination of this Policy for non-payment of premium.

F. RECOVERY

The Policyholder must prosecute any and all valid claims that the Policyholder may have against third parties arising out of any occurrence resulting in a payment for Eligible Claims Expenses by the Policyholder and must account to us for any amounts recovered.

At that time we may, at our option, bring legal action to recover from the third party the amount of any benefits we paid to the Policyholder in connection with the payment of Eligible Claims Expenses caused by the third party's negligence or wrong-doing. The Policyholder will be required to provide us with any legal instruments, documents, or a paper we may need to exercise our right to recover and the Policyholder is prohibited from doing anything to prejudice our right to recover payments from the third party.

G. REIMBURSEMENT

In the event that the Policyholder recovers from a third party with respect to any Eligible Claims Expenses for which benefits were paid under this Policy, the Policyholder must repay us. The full amount of any and all such funds recovered must be returned to us first before any Deductible under this Policy will be satisfied. No part of any Eligible Claims Expense which is actually Paid by the Policyholder and for which the Policyholder has been reimbursed by a third party may be used to meet any Deductible under this Policy. This provision will survive the termination of this Policy.

H. WAIVER

Our failure to insist upon the Policyholder's or the Policyholder's Claim Administrator's strict compliance with any requirement or condition of this Policy at any time or under any circumstance will not constitute a waiver of any such requirement or condition by us at any time under the same or different circumstances.

I. ARBITRATION

In the event of a dispute between the parties to this Policy as to whether coverage is provided under this Policy for a claim made by or against the Policyholder, both parties may, by mutual consent, agree in writing to arbitration of the disagreement.

If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree within 30 days upon a third arbitrator, both parties must request that selection of a third arbitrator be made by a judge of a court having jurisdiction.

Unless both parties agree otherwise, arbitration will take place in Allegheny County, Pittsburgh, P.A.

Local rules of law as to procedure and evidence will apply.

A decision agreed to by any two will be binding. Each party will:

1. Pay the expenses it incurs; and
2. Bear the expenses of the third arbitrator equally.

#### Part 10. RECORDS AND REPORTS

##### A. REPORTING

The Policyholder or the Policyholder's Claims Administrator must:

1. Keep appropriate records regarding administration of the Covered Underlying Plans; and
2. Allow us to review and copy, during normal business hours, all records affecting our liability under this Policy; and
3. Submit all proofs, reports, and supporting documents requested by us, including, but not limited to, a monthly summary of all Eligible Claims Expenses which were processed by the Policyholder or the Policyholder's Claims Administrator on a timely basis.

Clerical error, whether by the Policyholder or by us, will not invalidate coverage otherwise validly in force nor continue coverage otherwise validly terminated.

##### B. AUDITS

We reserve the right to inspect and audit all of the Policyholder's and the Policyholder's Claims Administrator's records and procedures that pertain to this Policy prior to or after processing a claim for benefits. We also reserve the right to require proof that payment of Eligible Claims Expenses has been made to the Participant or the provider of the Covered Services that are the basis for any claim by the Policyholder under this Policy.

##### C. UNDERWRITING INFORMATION

We rely on the underwriting information and Claim Information provided by the Policyholder or the Policyholder's Claims Administrator:

1. To issue this Policy; and
2. To accept a person as a Participant; and
3. To renew this Policy.

Should additional information become Known after one of these events that affect the rates, deductibles, or the terms and conditions of this Policy, we reserve the right to revise the rates, deductibles, and the terms and conditions of this Policy retroactive to the effective date of the current Policy Term by providing written notice to the Policyholder.

**Part 11. LIABILITY AND INDEMNIFICATION**

**A. LIABILITY**

We will have neither the right nor the obligation under this Policy to directly pay any Participant or provider of Covered Services for any benefit that the Policyholder has agreed to provide through the terms of the Covered Underlying Plan(s). Our sole liability under this Policy is to the Policyholder.

**B. INDEMNIFICATION**

To the extent we suffer any liability, loss or expense due to a misstatement or failure to provide any Known or requested information, or failure to provide any additional information requested by us on a Participant or a person for whom we have requested Disclosure or Claim Information, the Policyholder agrees to indemnify us up to the amount of such liability, loss or expense, and all costs associated with such liability, loss or expense.

To the extent the Policyholder suffers any liability, loss or expense due to our breach of this Policy or due to our negligence or wrongful acts, we agree to indemnify the Policyholder up to the amount of such liability, loss or expense, and all costs associated with such liability, loss or expense.

**Part 12. ENTIRE CONTRACT, CHANGES**

The entire contract consists of:

1. The pages of this Policy including any amendments, endorsements or riders; and
2. The Application; and
3. Submitted Claim Information; and
4. Disclosure Statements and Disclosure Forms; and
5. Attached documents necessary for the administration of this Policy.

This Policy or the Policyholder's coverage under this Policy may be amended at any time by mutual consent between the parties. No change in this Policy will be valid unless it is approved in writing by one of our executive officers and delivered to the Policyholder for attachment to this Policy. This approval must be shown on or attached to this Policy. No Agent or Claims Administrator has authority to change this Policy or to waive any of its provisions.

**Part 13. INCONTESTABLE CLAUSE**

In the absence of fraud, any statement made by the Policyholder is a representation and not a warranty. No statement made by the Policyholder affecting this Policy will be used to deny a claim or to deny the validity of this Policy unless contained in a written instrument signed by the Policyholder and a copy of the written instrument has been given to the Policyholder.

**Part 14. LEGAL ACTIONS**

No action at law or in equity may be brought to recover under this Policy until 60 days after written proof of loss has been furnished to us. No such action may be brought more than three years after the time within which proof of loss is required to be furnished.

## Part 15. INSOLVENCY

The insolvency, bankruptcy, financial impairment, receivership, voluntary plan of arrangement with creditors, or dissolution of the Policyholder or the Policyholder's Claims Administrator will not impose upon us any liability other than the liability defined in this Policy and will not relieve us from the payment of any claim covered by the Policy.

## Part 16. ASSIGNMENT

The Policyholder's rights and benefits under this Policy cannot be assigned.

## Part 17. DEFINITIONS

**AFFILIATE** means a company subsidiary to, affiliated with, or controlled by the Policyholder. Eligible Affiliates are shown in the Declaration Page. Additions and terminations may only be made by amendment to coverage under this Policy. Termination of an Affiliate is treated as termination of coverage for that company only.

**AGENT** means the Policyholder's representative, including but not limited to, the agent, producer or broker of record, or Claims Administrator.

**ALTERNATE SPECIFIC DEDUCTIBLE** means a separate Specific Deductible, if any, shown in Special Risk Limitations for certain Participants identified in the Policy which must be satisfied prior to any Specific Benefit becoming payable with respect to such Participants.

**APPLICANT** means the entity that has contracted with us to provide Stop Loss coverage.

**APPLICATION** means the written request of an entity through its duly authorized representative(s) for insurance under this Policy on a form acceptable to us.

**CATASTROPHIC CLAIM** means any Known claim for a Covered Claim Expense Incurred, or expected to be Incurred by a Participant that may reasonably be assumed will exceed 50% of the Specific Deductible.

**CLAIM INFORMATION** means to provide Complete Details following a Diligent Review of the data requested by us in connection with the application for, or renewal of, this Policy on any claim incurred, paid or pending 30 days prior to the beginning of any Policy Term or prior to a Material Change, Claim Information includes but is not limited to Catastrophic Claims, Large Claims and Shock Losses.

**CLAIMS ADMINISTRATOR** means the third party administrator designated by the Policyholder and approved by us. The Claims Administrator is shown in the Declaration Page.

**COMPLETE DETAILS** means detailed information including, but not limited to the Participant's name and social security number, date of birth, diagnosis, prognosis (unless prognosis cannot be obtained due to reasons beyond the Policyholder's or the Policyholder's Claims Administrator's control), and provider name on any Participant covered by, or eligible for coverage, under a Covered Underlying Plan. For purposes of privacy, a unique identifier may be used to identify the Participant in lieu of the person's name, social security number and date of birth.

**COVERED CLAIMS BASIS** means the time period shown in the Specific Benefit Schedule during which an Eligible Claims Expense must be Incurred and the time period during which an Eligible Claims Expense must be actually Paid by the Policyholder in any Policy Term. The Covered Claim Basis is shown in the Specific Benefit Schedule.

**COVERED SERVICE or SERVICES** means a service, supply or treatment for which the Participant has incurred an Eligible Claims Expense and for which benefits are payable through the Covered Underlying Plan(s). This does not include any service excluded under Special Risk Limitations.

**COVERED UNDERLYING PLAN(S)** means the plans which are identified in this Policy. This does not include any plan excluded under Special Risk Limitations.

**COVERED UNIT or COVERED UNIT(S)** means a group of one or more Participants composed of one or more of the following types of Covered Units:

Composite - the employee, associate or member and all members of his or her family.

The number of Covered Units is used to calculate the premium due each month. The estimated number and type of Covered Units for the first Policy Month of the current Policy Term is shown under Number of Covered Units in the Specific Benefit Schedule.

**DEDUCTIBLE(S)** means the Specific Deductible or Alternate Specific Deductible as shown in the Specific Benefit Schedule or under Special Risk Limitations.

**DILIGENT REVIEW** means a complete review by the Policyholder or Policyholder's Claims Administrator of the Covered Underlying Plan prior to the beginning of any Policy Term for Known potential Large Claims. The potential for a Large Claim is Known if prior to the beginning of any Policy Term or prior to a Material Change a reasonable person could assume the Policyholder or the Policyholder's Claims Administrator has actual information about such claim.

**DISCLOSURE FORM OR DISCLOSURE STATEMENT** means the document signed by the Policyholder following a Diligent Review that provides information, upon which we will rely, in part, to issue the Policy.

**DISCLOSURE OR DISCLOSED** means to provide Complete Details and any other documentation requested following a Diligent Review including but not limited to census information and Claim Information prior to the beginning of any Policy Term or prior to a Material Change.

**EFFECTIVE DATE** means the date shown on the cover page of this Policy.

**ELIGIBLE CLAIMS EXPENSE** means an expense for a Covered Service which is Incurred by a Participant and for which benefits have been actually Paid by the Policyholder in accordance with the terms of the Covered Underlying Plan(s). This term does not include an expense:

1. Not specifically included under the terms of the Covered Underlying Plan; or
2. Excluded under the terms of the Covered Underlying Plan; or
3. Excluded under the terms of this Policy including Excluded Claims Expenses, if any, shown in Special Risk Limitations.

**EXCLUDED CLAIMS EXPENSES** means expenses which are Incurred by a Participant for services, supplies and treatment for, or related to, the condition, or resulting complications, of an injury or sickness described in Special Risk Limitations.

**INCURRED** means the date a Participant receives a service, supply or treatment for an Eligible Claims Expense.

**KNOWN** means information affecting the administration or underwriting of this Policy, which a reasonable person can assume the Policyholder or the Policyholder's Claims Administrator had knowledge of prior to a request for Disclosure or Claim Information.

HL601-SL (810)

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405529-C  
Specific Stop Loss  
03/07/2017

**LARGE CLAIM, SHOCK CLAIM OR SHOCK LOSS** means any loss that is reasonably likely to result in a potentially Catastrophic Claim, or any other loss due to the nature of the injury, illness or diagnosis that the Policyholder or the Policyholder's Claims Administrator reasonably assumes will result in a significant medical expense in the current or next Policy Term.

**MATERIAL CHANGE or CHANGE** means an action by the Policyholder that may have an economic impact on our liability under this Policy. Material Changes include, but are not limited to, the following:

1. Changes in:
  - a. The information Disclosed or submitted by the Policyholder upon which our assessment of risk was based; or
  - b. The Covered Underlying Plan(s); or
  - c. The Claims Administrator.
2. An increase or decrease of the number of Covered Units by more than 10% from the Effective Date of this Policy or the date of the last Policy Anniversary, whichever is the later date.
3. A merger, acquisition, divestiture or similar transaction involving the Policyholder.
4. A bankruptcy proceeding involving the Policyholder or an Affiliate.
5. Any other change in factors bearing on the risk assumed by us, including but not limited to the age, sex, geographic location and occupation of a Participant or a change in law or legislation changes the nature of the risk assumed by us under this Policy.

This term does not include a change in the Covered Underlying Plan required by state or federal law.

**MAXIMUM SPECIFIC BENEFIT** means the maximum dollar amount we will pay the Policyholder per Participant for the Specific Benefit. The Maximum Specific Benefit is shown in the Specific Benefit Schedule.

**PAID** means the date:

1. Eligible Claims Expenses have been adjudicated and approved by the Policyholder or the Policyholder's Claims Administrator; and
2. A check or draft for remuneration has been issued and deposited in the U.S. Mail (or other similar conveyance), or is otherwise delivered to the payee electronically or in person; or a credit transaction has been agreed to by the Policyholder or the Policyholder's Claims Administrator and received by to the payee electronically or in person; and
3. Sufficient funds are on deposit the date the check or draft is issued to permit the check or draft to be honored; or a sufficient line of credit exists to honor the check, draft or transaction.

A claim will not be considered actually Paid until all of these conditions are satisfied. A draft or check returned to the Policyholder or Claims Administrator for any reason, or any credit transaction not honored by the payee for any reason will not be considered actually Paid.

For purposes of this definition, "payee" means a Participant that received the Covered Service or the health care provider that provided the Covered Service to the Participant.

**PARTICIPANT or PARTICIPANTS** means a person who is an employee, associate or member of the Policyholder or Affiliate, and the dependents of such persons who are covered, or who become eligible for coverage, through a Covered Underlying Plan.

**POLICY** means this contract between the Policyholder and us with respect to Stop Loss Insurance.

**POLICY ANNIVERSARY** means each anniversary of the Effective Date of this Policy, unless changed by agreement between the Policyholder and us.

**POLICYHOLDER** means the entity shown on the cover page of this Policy.

**POLICY MONTH** means successive intervals of time, while this Policy is in effect, determined on a monthly basis starting on the Effective Date of this Policy. Each new interval will begin on a day that corresponds to the Effective Date of this Policy. If there is no such day in any applicable month, then the last day of the month will be used.

**POLICY TERM** means the time period shown in the Declaration Page. For purposes of this definition:

1. An initial Policy Term is the period of time from the effective date of the Policy to the date of the first Policy Anniversary.
2. A current or renewal Policy Term is the period of time either from the effective date of the Policy, or the date of the last Policy Anniversary, to the date of the next Policy Anniversary.

Each Policy Term after the initial Policy term will begin on the Policy Anniversary. The initial Policy Term will begin on the Effective Date of this Policy.

**PREMIUM DUE DATE** means the Effective Date of this Policy and the first day of each following Policy Month.

**SPECIAL RISK LIMITATION** means any modification of the terms or conditions of this Policy.

**SPECIFIC BENEFIT** means the benefit paid when Eligible Claims Expenses actually Paid by the Policyholder for a Participant in any Policy Term exceeds the Specific Deductible.

**SPECIFIC DEDUCTIBLE** means the dollar amount which must be satisfied prior to any Specific Benefit becoming payable. The Specific Deductible is shown in the Specific Benefit Schedule.

**SPECIFIC PAYABLE PERCENTAGE** means the percentage of the Specific Benefit, otherwise payable to the Policyholder, that will be paid when Eligible Claims Expenses, which are actually Paid by the Policyholder for a Participant, exceed the Specific Deductible. The Specific Payable Percentage is shown in the Specific Benefit Schedule.

**STOP LOSS INSURANCE** means the coverage provided under this Policy, which provides benefits to the Policyholder when Eligible Claims Expenses which are actually Paid by the Policyholder through the Covered Underlying Plan(s) exceed the levels defined in this Policy.

**UNDERLYING PLAN(S)** means the employee benefit plans of the Policyholder which provide the benefits identified in the Specific Benefit Schedule to the Policyholder's or an Affiliate's employees, associates or members and their dependents. This Policy insures the Policyholder for excess losses through the employee benefit plans identified in this Policy as a Covered Underlying Plan. This term does not include any employee benefit plan of the Policyholder that is not identified as a Covered Underlying Plan in this Policy.

# HM LIFE INSURANCE COMPANY

FIFTH AVENUE PLACE, 120 FIFTH AVENUE, PITTSBURGH, PA 15222-3099

1-800-328-5433

## RENEWAL RIDER

To be attached to and made part of Policy 405529-C issued to Philadelphia Parking Authority as Policyholder.

It is hereby agreed effective April 01, 2017 that Policy 405529-C replaces Policy 405529-B for the Policy term beginning April 01, 2017 and ending March 31, 2018 in its entirety.

All other terms and conditions of the Policy will continue to apply including but not limited to reapplication of the Specific Deductible in the next Policy Term.

HM Life Insurance Company

By



President

HM SLR

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Stop Loss Renewal Rider

# HM LIFE INSURANCE COMPANY

FIFTH AVENUE PLACE, 120 FIFTH AVENUE, PITTSBURGH, PA 15222-3099

1-800-328-5433

## EXTENDED LIABILITY RIDER

To be attached to and made part of Policy 405529-C issued to Philadelphia Parking Authority as Policyholder. Effective April 01, 2017 it is hereby agreed that the Covered Claims Basis in the Specific Benefit Schedule is amended by the addition of:

If an Eligible Claim Expense is denied by the Covered Underlying Plan and that denial is subsequently reversed by an Independent Review Organization (IRO) the date such Eligible Claim Expense was originally denied by the Covered Underlying Plan will be considered the "Paid" date under the above referenced Policy.

**Independent Review Organization (IRO)** means the organization for external review as required under the external review process of the Patient Protection and Affordable Care Act.

All other terms and provisions of the Policy will continue to apply.

HM Life Insurance Company

By



President

HM IRO (5/13)

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Extended Liability Rider

# Exhibit E

PHARMACY BENEFITS AGREEMENT

SCRIP WORLD LLC,  
DESIGNATED PAYOR  
JOINER AGREEMENT

This Designated Payor Joinder Agreement (the "Joinder Agreement") between SCRIP WORLD, LLC ("SCRIP WORLD") and Philadelphia Parking Authority ("DESIGNATED PAYOR") is effective as of July 1, 2015 ("Effective Date").

In consideration of the mutual covenants and agreements, and subject to the conditions and limitations set forth herein, SCRIP WORLD and DESIGNATED PAYOR hereby agree as follows:

1. SCRIP WORLD agrees to provide pharmaceutical services for Eligible Members covered by DESIGNATED PAYOR's Prescription Drug Benefit Plan as described in the Pharmacy Benefit Agreement between SCRIP WORLD and Meritain Health, Inc. ("ADMINISTRATOR"), effective as of January 1, 2012, to which this Joinder Agreement is incorporated into by reference. SCRIP WORLD and ADMINISTRATOR entered into the Pharmacy Benefit Agreement in order to assist ADMINISTRATOR in providing a full range of pharmacy benefit management services to its clients. The Pharmacy Benefits Agreement and its attachments are collectively referred to herein as the "PBM Agreement".

2. DESIGNATED PAYOR agrees that it is the DESIGNATED PAYOR as that term is used in the PBM Agreement. DESIGNATED PAYOR further agrees to be bound by all of the terms and conditions of the PBM Agreement, including but not limited to: (i) DESIGNATED PAYOR's obligation to compensate SCRIP WORLD as set forth in the PBM Agreement; and (ii) disclosure as set forth in Attachment D of the PBM Agreement.

3. Notwithstanding anything in this Agreement to the contrary, DESIGNATED PAYOR agrees that the terms of this Agreement and SCRIP WORLD's obligation to perform hereunder are contingent upon DESIGNATED PAYOR'S representation that the Prescription Drug Benefit Plan will include significant cost-sharing of benefits from DESIGNATED PAYOR as plan sponsor and minimal cost-sharing by individual participants (i.e. copayments, deductibles and co-insurance consistent with traditional industry standards) as determined by SCRIP WORLD ("Traditional Cost-Sharing"). DESIGNATED PAYOR agrees that in the event the Prescription Drug Benefit Plan does not have Traditional Cost Sharing, or is later modified such that it does not have Traditional Cost Sharing, including without limitation, plans with one hundred percent patient responsibility, high deductibles, consumer directed health plans and/or cash cards, then SCRIP WORLD shall have the option to either (i) terminate this Agreement retroactive to the Effective Date or (ii) adjust the rates of this Agreement retroactive to that point in time when DESIGNATED PAYOR ceased the practice of Traditional Cost-Sharing. ADMINISTRATOR and SCRIP WORLD agree that the foregoing consideration and the other mutual considerations set forth in the PBM Agreement represent the full consideration, and that neither ADMINISTRATOR nor SCRIP WORLD will pay or receive any payments, fees or other financial reimbursement to or from the other upon the DESIGNATED PAYOR entering into this Joinder Agreement. SCRIP WORLD or Network Pharmacies on behalf of SCRIP WORLD will charge or bill Eligible Members for Co-payments as provided in the applicable Prescription Drug

Benefit Plan. This Agreement is not intended to affect SCRIP WORLD's or Network Pharmacies' right to bill Eligible Members for services not covered by the Prescription Drug Benefit Plan. Finally, notwithstanding anything in this Section 3 to the contrary, SCRIP WORLD, at its option, may enter into this Joinder Agreement even if DESIGNATED PAYOR'S Prescription Drug Benefit Plan has lower premiums and higher deductibles than a traditional prescription drug benefit plan ("High Deductible Rx Plan"). A High Deductible Rx Plan will be subject to an additional administrative fee and not eligible for any invoice credits.

4. If DESIGNATED PAYOR disputes any item on any invoice, DESIGNATED PAYOR shall pay the full amount invoiced and shall notify SCRIP WORLD in writing within fifteen (15) days of the disputed amount. If SCRIP WORLD fails to receive invoiced fees by the due date thereof, SCRIP WORLD may, in addition to its remedies under the PBM Agreement, and at law or in equity, suspend performance of any or all of SCRIP WORLD's obligations under or in connection with this Joinder Agreement, or may terminate this Joinder Agreement upon notice. SCRIP WORLD agrees to provide DESIGNATED PAYOR two (2) days prior written notice before suspending services.

5. DESIGNATED PAYOR agrees that ADMINISTRATOR is DESIGNATED PAYOR's agent for purposes of the PBM Agreement.

6. This Joinder Agreement together with the PBM Agreement constitutes the entire Agreement between SCRIP WORLD and DESIGNATED PAYOR and supersedes any and all oral or written prior agreements and understandings between SCRIP WORLD and DESIGNATED PAYOR.

7. SCRIP WORLD and DESIGNATED PAYOR are bound by this Joinder Agreement from the time both of them have executed this Joinder Agreement. The initial term of this Joinder Agreement shall commence as of the Effective Date and shall continue for an initial term of twelve (12) months. This Joinder Agreement shall thereafter automatically renew for successive terms of one (1) year each unless either party provides the other party with written notice that it will not renew the Agreement no less than 60 days prior to the end of the then-current term. If the PBM Agreement is not renewed under Article 10.1 of the PBM Agreement, this Joinder Agreement shall terminate in accordance with the terms of the PBM Agreement.

8. Unless a term is defined differently in this Joinder Agreement, all capitalized terms in this Joinder Agreement that are defined in the PBM Agreement shall have the same meaning as defined in the PBM Agreement.

**SCHEDULE OF RATES AND FEES**

Name of Client: Philadelphia Parking Authority Effective Date: July 1, 2015	Name of Plan(s): Philadelphia Parking Authority Employee Benefit Plan
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I. General

DESIGNATED PAYOR shall pay to SCRIP WORLD the amounts set forth below, net of applicable co-payments or deductibles. Sales or excise taxes or other governmental surcharges, if any, shall be the responsibility of DESIGNATED PAYOR or the Plan Participant, as the case may be.

II. OTC products, supplies, vaccines, compounds, specialty products, member-submitted claims, subrogation claims and in-house or 340b pharmacy claims are excluded from the discounts. For each eligible prescription-drug claim, ingredient cost will be calculated at the lesser of the applicable U&C (retail only), MAC, or AWP discount price in determining the discount achieved, including 100% member copayment.

A. Designated Payor Pharmacy Reimbursement and Home Delivery Rates. (This pricing does not apply to Specialty Products).

	DELIVERY CHANNEL	
	Participating Retail Pharmacy Discounts	Participating Home Delivery Discounts (35-90 days supply)
Average Annual Brand Discount**	AWP - 17.00%	AWP - 24.50%
Average Annual Generic Drug Discount	AWP - 71.50%	AWP - 74.00%
Compound Prescriptions	Lesser of U&C or combined AWP plus applicable service fee	
Dispensing Fee/Rx	\$1.30	\$0.00 (subject to change for changes in postal rates)
Administrative Fee/Rx***	\$0.00	\$0.00

\*\* The proposed pricing, as described above, assumes the method of determining AWP is based on the pricing files published by Medi-Span or such other pricing source utilized by CVS Caremark as a pricing source for prescription drug pricing, on or after September 27, 2009.

**OPTION - Maintenance Medication delivery channel** (this option does not apply to Specialty Products) DESIGNATED PAYOR must select in the CVS Caremark PDD, if they wish to elect the option below. Home Delivery Pricing applies. (DF)

Maintenance Choices leverages CVS Caremark mail and CVS retail capabilities to provide consumers improved choice in how they access and receive maintenance medications (e.g., 84-90 day supplies) under mandatory mail plan designs. This innovative offering will extend mail service pricing to maintenance prescriptions dispensed at CVS retail stores.

B. **Specialty Product Reimbursement Rates**  
 DESIGNATED PAYOR must select in the PDD which option below will apply to cover Specialty Products, and, until such time as DESIGNATED PAYOR makes such election in its PDD, the Specialty Pharmacy Open Option (Option 2 below) will apply by default. If DESIGNATED PAYOR desires to exclude a Specialty Product as listed from coverage, it must notify Caremark and SCRIP WORLD in writing. SCRIP WORLD will have the exclusion implemented within seven (7) business days after the date of Caremark's and SCRIP WORLD's receipt of such notification. There will not be any retroactive denials for Covered Drugs processed prior to Caremark's and SCRIP WORLD's receipt of the exclusion notice and implementation of the exclusion as provided above, and DESIGNATED PAYOR, and the Plan, shall be responsible for the payment of such Covered Drug claims processed prior to the exclusion of coverage.

**OPTION 1 –Specialty Pharmacy – Exclusive**

(a) **Exclusive.** Under this option, Specialty Products will only be filled through the Specialty Pharmacy. Specialty Products will not be available through either Participating Pharmacies or the Mail Service Pharmacy. If a participant attempts to fill a prescription for a Specialty Product through a Participating Pharmacy, the claim will be rejected with a "NDC not covered" message. The rejecting pharmacy will provide the participant with the Specialty Pharmacy phone number. If a Participant submits a prescription for a Specialty Product to the Mail Service Pharmacy, the claim will be rejected with a "NDC not covered" message and transfer the prescription to the Specialty Pharmacy. A current list of the Specialty Products offered under this provision may be obtained from your SW representative upon request.

Exclusive Option	
Specialty Medication	AWP- 10.50%
Dispensing Fee	\$0.00

**OPTION 2 –Participating Pharmacies & Specialty Pharmacy – Open**

(b) **Open.** Under this option, Specialty Products may be filled through either the Specialty Pharmacy or Participating Pharmacies. Specialty Products will not be available through the Mail Service Pharmacy. If a Participant submits a prescription for a Specialty Product to the Mail Service Pharmacy, the claim will be rejected with a "NDC not covered" message and the prescription will automatically transfer to the Specialty Pharmacy. Client hereby grants permission to SW to allow Caremark and the Specialty Pharmacy to communicate with Members and physicians regarding the transition from Mail Service Pharmacy (or other pharmacies) to the selected Specialty Pharmacy, as well as to advise Members filling Specialty Products in Participating Pharmacies of the availability of filling prescriptions through the selected Specialty Pharmacy as a preferred Specialty Pharmacy provider. A current list of the Specialty Products offered under this provision may be obtained from your SW representative upon request.

Specialty Products - Open	Participating Retail Pharmacy	Open Option
Specialty Medication	AWP- 17.00%	AWP-10.00 %
Dispensing Fee	\$1.30	\$0.00

(i) If Plan Sponsor has expressly excluded a specific therapy class or product on a Set-Up Form, Specialty Products in such excluded classes will automatically be deemed excluded from coverage and will reject as "NDC Not Covered" through Participating Pharmacies, Mail Service Pharmacy; otherwise, all other Specialty Products will be implemented as Covered Drugs at the rate specified in the applicable Specialty Drug List or Notice, and Plan Sponsor acknowledges and agrees to same. If Plan Sponsor desires to cover otherwise excluded Specialty Products, Plan Sponsor must notify SW in writing that it desires to cover the Specialty Product before SW will adjudicate as a Covered Drug, and if SW receives such confirmation of coverage from Plan Sponsor such Specialty Product will be loaded thereafter as a Covered Drug at the applicable Specialty Drug List reimbursement rate set forth in the Notice.

(ii) Plan Sponsor must notify SW in writing if it wants to exclude the Specialty Product from coverage. The exclusion will be implemented within seven (7) business days after the date of SW's receipt of such the notification. There will not be any retroactive denials for Prescription Drug Claims processed prior to SW's receipt of the rejection notice and implementation of the exclusion as provided above and Plan Sponsor will be responsible for the payment of such Prescription Drug Claims processed prior to the rejection of coverage.

The aforementioned services do not include home infusion supplies and related home health services and may require the payment of additional fees.

C. Administrative Fees

SCRIP WORLD offers several additional administrative services which are identified below. Client's selection of these services and implementation thereof shall be documented via the PDD or other written request from the Client.

Administrative Services	Fee
◆ Participant Submitted Paper Claims Processing	\$1.50/claim
◆ Paper Submitted Claims (Charged to the Participating Pharmacy)	\$1.50/claim
◆ Manual Adjustments Data Entry	\$1.00/entity
◆ Pharmacy Audit Recoveries	20% of audit recoveries
◆ Prescription Drug Claim Audit Recoveries	20% of audit recoveries
◆ Custom Ad-Hoc Reporting/Programming	\$150 per hour
◆ Participant Packets (Includes 2 standard resin ID cards) <ul style="list-style-type: none"> <li>• Mailed to SCRIP WORLD</li> <li>• Mailed directly to Participants</li> <li>• Replacement Cards</li> <li>• Customized materials</li> </ul>	To be determined (if not already provided by TPA)
◆ Medicare Part D Subsidy <ul style="list-style-type: none"> <li>• Subsidy reporting</li> </ul>	To be determined, if selected will be contracted separately.

D. Selected Clinical/Trend Programs

SCRIP WORLD offers a comprehensive list of trend, safety, care and disease management programs which are identified below. SCRIP WORLD also offers savings guarantees under certain conditions. Information concerning such programs, guarantees and fees, if applicable, is available from SCRIP WORLD. Client's selection of these services and implementation thereof shall be documented via the Client Implementation Form or other written request from the Client.

Program Name	Fee
<b>Core Clinical Solutions</b> <ul style="list-style-type: none"> <li>• Safety and Monitoring Solution</li> <li>• Retrospective Safety Review</li> <li>• POS Preferred Product Messaging</li> <li>• Dose Optimization</li> <li>• Step Therapy</li> <li>• Quantity Limits</li> <li>• Adherence to Drug Therapy</li> <li>• Gaps in Care Pharmacy</li> <li>• Evidence-Based Plan Design</li> <li>• Face-to-Face Pharmacist-Physician Consultation</li> <li>• Comprehensive Generic Solutions</li> </ul>	No Charge
<b>Enhanced Safety and Monitoring Solutions</b>	Investigation Unit = \$0.04 PMPM or \$0.06 per all Rx, ROI 1:1 annually
<b>Prior Authorization/Appeals</b>	\$30 PA; \$100 / \$500 Appeals
<b>Specialty Guideline Management</b>	\$30 per review, pricing may need to be adjusted if Maintenance Choice and/or Generic Step Therapy Plan Design are adopted.
<b>Drug Savings Review</b>	\$0.30 PMPM or \$0.50 per all Rx, ROI 3:1 annually, pricing may need to be adjusted if Maintenance Choice and/or Generic Step Therapy Plan Design are adopted.
<b>Enhanced Gaps in Care Pharmacy</b>	\$0.07 PMPM or \$0.15 per all Rx, with 2:1 ROI over 3 year contract term.
<b>Gaps in Care Plus Medical</b>	Priced on a client-specific basis
<b>Disease Management</b>	Priced on a client-specific basis
<b>Medication Therapy Counseling</b>	\$0.15 PMPM, No ROI

E. Right to Adjust Rates.

The rates set forth in this Schedule are based on information provided to SCRIP WORLD by the DESIGNATED PAYOR, including, without limitation, information regarding the average number of employees enrolled in the Plan. DESIGNATED PAYOR's selected Prescription Drug Benefit Plan and Formulary. SCRIP WORLD has relied on that information in developing these rates. Should there be a material change in this information, SCRIP WORLD shall be entitled to adjust these rates and Fees consistent with its customary rates applicable to the new information.

IN WITNESS WHEREOF, the parties hereto have caused this Joinder Agreement to be executed as of the date set forth herein by their officers duly authorized.

SCRIP WORLD, LLC  
10150 S. Centennial Parkway, Suite 450  
Sandy, Utah 84070

By: Vince Dimura

Vince Dimura, Executive Vice President Business  
Analytics & Ancillary Product Services

Date: 8/5/15

Philadelphia Parking Authority

By:

Joseph Kolakowski

Name:

JOSEPH KOLAKOWSKI

Date:

9/1/2015

SCRIP WORLD, LLC  
Client Agreement for Meritair; Clients version 10.2011  
Plan ID: Philadelphia Parking Authority CM705 8/5/15

**MERITAIN HEALTH, INC.  
COBRA ADMINISTRATIVE SERVICES AGREEMENT**

This Administrative Services Agreement ("Agreement"), effective as of **October 1, 2016** (the "Effective Date"), is by and between **Meritain Health, Inc.**, (defined to include Meritain Health, Inc. and any of its affiliates and entities that they acquire) having its principal office at **300 Corporate Parkway, Amherst, New York 14226** ("Meritain") and **The Philadelphia Parking Authority** having its principal office at **701 Market Street, Suite 5400, Philadelphia, PA 19106** ("Client"). This Agreement applies to COBRA benefits as may be available under Client's employee welfare benefit plan(s) **The Philadelphia Parking Authority COBRA Plan** (the "Plan").

**ARTICLE I. TERM: TERMINATION**

1.1 The term of this Agreement shall begin as of the Effective Date as set forth above and shall continue to and including **September 30, 2017** (the "Term"), unless sooner terminated pursuant to the provisions of this Agreement. Unless either party provides the other with at least sixty (60) days written notice prior to the end of the then-current Term, the Term of this Agreement shall automatically renew for additional successive one (1) year terms, provided that Meritain reserves the right to increase the fees payable by Client for such renewal Term to a mutually agreed upon rate. In the event the parties fail to agree upon new rates for fees, the existing fees for the prior Term, plus a percentage amount equal to the change in the Consumer Price Index for all Urban Areas for the previous 12 months, shall apply for each renewal Term.

1.2 Meritain's obligations under this Agreement apply only to claims for COBRA Plan benefits that are incurred on or after the Effective Date and prior to the date this Agreement terminates or expires in accordance with its terms.

1.3 In addition to the expiration or non-renewal provisions of this Agreement, this Agreement will terminate: (a) at the discretion of Meritain, after expiration of five (5) business days' notice to Client for Client's failure to pay fees or amounts due under this Agreement; (b) at the discretion of Meritain, upon written notice from Meritain based upon Client's failure to provide funds necessary or required to adequately fund the Claims Payment Account or to otherwise pay for benefits or covered services under the Plan; (c) at the discretion of Meritain, upon written notice from Meritain based upon Client's failure to promptly sign and deliver insurance applications and disclosures, or any information or data necessary for Meritain's performance of services under this Agreement; or (d) in the event either party materially breaches a term, provision or warranty of this Agreement or defaults (other than for the foregoing reasons and those set forth in Section 1.4 below), and does not correct the breach to the non-breaching party's reasonable satisfaction within thirty (30) days after receipt of written notice of breach from the non-breaching party. If Meritain fails to receive fees by the due date thereof, Meritain may, in addition to other remedies under this Agreement, and at law or in equity, suspend performance of any or all of Meritain's obligations under or in connection with this Agreement. Meritain agrees to provide Client two (2) days prior written notice before suspending services.

1.4 In addition to the above, the occurrence of any one of the following events shall constitute a default under this Agreement, and the party not in default may, at its option, terminate this Agreement upon written notice to the other party:

1.4.1 if the Client fails to pay any monies due Meritain pursuant to this Agreement within the applicable grace period;

1.4.2 thirty (30) days after either party (a) becomes insolvent, (b) is unable to pay its debts as they become due, (c) states in writing that it is not able to pay its debts as they become due, (d) makes an assignment for the benefit of its creditors, (e) files, or has filed against it, any proceeding in the United States Bankruptcy Court, (f) is subject to a levy, seizure or sale of a substantial part of its property or assets on behalf of creditors, or (g) is subject to the appointment of a receiver for a period equal to or greater than thirty (30) days; or

1.4.3 upon either party being dissolved, terminated or ceasing to exist according to Applicable Law (hereafter defined).

## ARTICLE II. COBRA ADMINISTRATION

- 2.1 Client will notify each currently active employee covered under the Plan and each current COBRA participant of the commencement of these services under this Agreement and of the termination of this Agreement.
- 2.2 For coverages that Meritain administers, Meritain will send initial COBRA notifications to new employees at the address provided by the Client. For benefits that Meritain does not administer, but for which Meritain performs stand-alone COBRA administration services, Meritain will send initial COBRA notifications to newly eligible employees and/or spouses and COBRA notifications to covered persons at time of employee termination.
- 2.3 Meritain will notify each COBRA beneficiary of the right to continue certain coverages under COBRA within 14 days after Meritain receives notice of the occurrence of a COBRA qualifying event.
- 2.4 Meritain will send late payment notifications to COBRA participants, at Client's request.
- 2.5 Meritain will send monthly statements and any appropriate notices to the COBRA participant by first class mail to the address of the participant of which Meritain was last notified by the Client or the participant.
- 2.6 Meritain will send a full set of payment coupons and any appropriate notices to the COBRA participant by first class mail to the address of the participant of which Meritain was last notified by the Client or the participant.
- 2.7 Meritain will notify each COBRA participant of the termination of his or her coverage under the Plan for failure to pay the full monthly cost within the time required for payment or upon the expiration of his eligibility for such coverage.
- 2.8 Meritain will send notices of rate increases to COBRA participants at least thirty (30) days prior to the effective date of the increase, or as required by Federal law, provided that Meritain has received notice of the rate increase.
- 2.9 Meritain does not assume responsibility or liability for any loss or damage suffered by any participant or Client by reason of Meritain's failure to give a required notice or statement to the participant or to the Client if Meritain did not actually receive from the Client timely notice of the event for which the notice or statement was required or of the address to which the notice of statement was to be sent. Meritain shall not be responsible for any failure of delivery for any notice or statement properly addressed and mailed by Meritain. Meritain shall have no duty with respect to the payment of premiums/funding by the Client and shall not be liable for any failure of the Client to remit to the vendor/administrator any monies it receives from Meritain where Meritain is not the contract administrator.
- 2.10 Meritain does not assume any responsibility for the collection of premium/funding after the termination of coverage. Meritain will return monies received after the termination of this Agreement or the termination of coverage to the COBRA participant if it has not been paid to the Client. The Client is responsible for all monies paid to it on behalf of a COBRA participant.
- 2.11 Consistent with Federal law, Client will set the COBRA premium "Determination Period" which is a 12-month period selected by the plan that must be applied consistently from year to year. Meritain will compute, subject to the Client's approval, the applicable COBRA premiums prior to the Determination Period. Client must communicate the rates to be effective on the first day of the Determination Period.

2.12 Client will notify Meritain of employee or dependent terminations, additions, lay offs and reductions in hours or other changes that would result in loss of coverage under the plan. Clients must notify Meritain of COBRA Qualifying Events, especially those events of which Meritain may not be informed.

2.13 Client will notify its health plan administrator ("Administrator") of all changes and/or terminations in the COBRA participant's coverage and will remit payment to the Administrator as agreed to with the Administrator, where Meritain is not the contract administrator for some or all of the Client's benefit plans.

2.14 Client will notify Meritain 45 days prior to any change in the rates for COBRA coverage or in the benefits of the coverage. Meritain shall not be responsible for any liability or loss or damage suffered by any participant or Client resulting from, arising out of or in connection with the Client's failure to give this required notification timely.

2.15 Client will be the final authority on all disputed questions regarding an individual's eligibility for COBRA coverage and the benefits provided by the plan. Meritain shall have no responsibility for the Client's determination whether an individual is entitled to coverage under the plan or the extent of the benefits payable with respect to covered individual. Nothing in this Agreement shall confer any responsibility upon Meritain for COBRA obligations in existence prior to this Agreement effective date.

2.16 Client will give Meritain a minimum of 30 days notification if the Client changes Administrator. Payments paid by COBRA participants to Meritain will be adjusted to reflect the change in the Client benefit plan as communicated to Meritain.

2.17 Client agrees that Meritain will charge, and is entitled to, any administrative charge to the COBRA beneficiary allowed by the Consolidated Omnibus Budget Reconciliation Act of 1985.

2.18 The Client shall be responsible for notifying COBRA Participants of open enrollments and of changes in coverage or coverage options under the plan and for receiving and processing all participant elections other than COBRA continuation elections.

2.19 Upon receipt of a notice or upon Meritain's determination of a covered employee or other qualified beneficiary's qualifying event, second qualifying event or a request for a disability extension, Client or Meritain will determine if the individual is entitled, or not entitled to COBRA, and will notify Meritain of that determination with seven (7) days of receipt. Meritain will provide the individual with a written explanation as to why the individual is not entitled to COBRA coverage, or proceed to process the notice or request.

2.20 As used in this Agreement:

2.20.1 the term "COBRA Beneficiary" means a "qualified beneficiary" as defined in section 4980B(g)(1) of the Internal Revenue Code;

2.20.2 the term "COBRA Participant" means a COBRA Beneficiary who is covered under the plan by reason of having elected coverage and has made the required payments; and

2.20.3 the term "COBRA Event" means a "qualifying event" as defined in section 4980(f)(3) of the Internal Revenue Code.

#### ARTICLE III. FEES

The following services will be provided under this Agreement at the fees and charges indicated below. These fees and charges are collectively referred to in this Agreement as "Service Rates." Unless otherwise stated, the monthly Service Rates are calculated by multiplying the following rates by the applicable number of employees enrolled in the Plan each month and adding the result to the specific fees stated below or elsewhere in this Agreement.

The rates set forth in this Article V. are based on information provided to Meritain by the Client, including without limitation, information regarding the average number of employees enrolled in the Plan. Meritain has relied on

that information in developing these rates. Should there be a material change in this information, Meritain shall be entitled to adjust these rates consistent with its customary rates. All fees listed in this Agreement are subject to change in the event the number of covered employee lives changes by twenty-five (25%) or more during the Term of this Agreement or in the event the fees and expenses described in this Agreement change during the Term.

The Client agrees to pay the Service Rates set forth in this Agreement subject to the terms and conditions of this Agreement, as well as other applicable agreements Meritain or its affiliates may have with any network, insurer and/or prescription drug benefit manager.

<u>COBRA Administrative Service Rates</u>	<u>Per Employee Per Month</u>
	\$2.10

Other Fees and Services

**Set Up Fee - \$200.00**

Remittance Services – From time to time, at the Client's request, Meritain may collect certain fees from Client for remittance to a third-party with whom Client has a direct relationship, e.g. a broker commission. In these instances, Meritain will pass-through all fees and will not collect or retain an administrative or service fee. Meritain has no relationship with any such third parties, and assumes no risk or liability with respect to the such third parties' services or Client's payment of such fees.

Without limiting the generality of Section 5.10 (No Third-Party Beneficiaries), in no event shall any such third party be deemed to be a third-party beneficiary to this Agreement.

In addition, Exhibit B sets forth a description of contingency fees, other administrative fees or similar compensation which Meritain may receive in connection with these vendor services.

Payment of Fees- The Client agrees to pay Meritain the fees as indicated in this Agreement on the first day of each month for that month's administrative services. Meritain will provide appropriate documentation regarding fees due and owing on or about the first day of each month for that month's administrative services and based on eligible lives at the time the invoice is generated. The Client hereby authorizes Meritain to withdraw the fees from its bank account on or before the fifth (5<sup>th</sup>) day of each month based on the monthly employee census. If the fees are not received by Meritain by the 15<sup>th</sup> of the month, the Client will be subject to a 1.5% late charge per month calculated from the first day of the month on all unpaid amounts. Adjustments to eligibility will be accounted for in the next invoice processing period.

**ARTICLE IV. ACKNOWLEDGMENTS AND REPRESENTATIONS**

Each of the parties expressly acknowledges and represents to the other party as follows:

4.1 By entering into this Agreement, the Client is delegating to Meritain only those powers and responsibilities with respect to the Plan which are specifically enumerated herein. Any function not specifically delegated to and assumed by Meritain pursuant to this Agreement shall remain the sole responsibility of the Client.

4.2 The parties have entered into this Agreement as independent contractors and not as agents of one another. Neither party shall have any authority to act in any way as the representative of the other, or to bind the other to any third party, except as specifically set forth herein.

4.3 The parties mutually represent and warrant to one another that: (a) no further corporate approval from either of the parties is necessary for this Agreement to be effective; (b) each of the parties has the legal power, authority and right to enter into, and perform its respective obligations under, this Agreement, and (c) each party's execution of, delivery of and performance under this Agreement shall not constitute a violation of any oral or written agreement to which it is a party or by which it is bound.

4.4 With respect to the satisfaction of Claims or other obligations arising under the Plan, Meritain shall not be obligated to disburse more than the amount made available by the Client for disbursement from the Claims Payment Account.

4.5 Meritain shall not, under any circumstance, be responsible to use its corporate assets to satisfy any Claim or expense that is the responsibility of the Client, the Plan or any Participant.

4.6 This Agreement shall not be deemed a contract of insurance under any Applicable Laws. Meritain does not insure, guarantee or underwrite the liability of the Client under the Plan. The Client, and not Meritain, shall remain solely liable for the payment of Claims and all other expenses incidental to the Plan.

4.7 Meritain owes a duty of care only to the Client, which duty is one of reasonable care under the attendant circumstances. Meritain is not liable for any mistake of judgment or for any action taken in good faith.

4.8 Meritain shall not be liable for any payments, underpayments, fines, penalties, interest or other charges assessed by the New York State Department of Health, or any other governmental or regulatory agency, in connection with the surcharge(s) and/or assessments due with respect to the Plan pursuant to the New York Health Care Reform Act of 1996, and Section 111 penalties resulting from Client's failure to cooperate with Meritain's requests for information required by law or other Applicable Laws. The Client shall remain solely liable for any such payments, underpayments, fines, penalties, interest or other charges so assessed, and shall indemnify Meritain in the event same are assessed against Meritain.

4.9 The Client acknowledges that it is the "plan sponsor," "plan administrator" and "named fiduciary" with respect to the Plan, as such terms are interpreted in the context of ERISA, the regulations promulgated thereunder and the case law relevant thereto. As such, the Client shall at all times retain full discretionary control, authority and responsibility with respect to the operation and administration of the Plan and Plan assets. The Client agrees that Meritain's role will be limited to that of a provider of the non-fiduciary services specified under this Agreement, that the services rendered by Meritain under this Agreement will not include the power to exercise discretionary authority over Plan operations or plan assets (if any), and that Meritain will not for any purpose, under ERISA or otherwise, be deemed to be the "Plan Administrator" of the Plan or a "fiduciary" with respect to the Plan. Meritain's services under this Agreement are intended to and will consist only of those "ministerial functions" described in 29 C.F.R. 2509.75-8, D-2 and will be performed within the framework of policies and interpretations established by the Client. The Plan's benefit and coverage design has been selected by the Client and the Client is solely responsible for that design. The Client retains all discretionary authority with respect to the Plan and the administration of the Plan.

4.10 Meritain shall administer and adjudicate Claims in accordance with the terms of this Agreement in the Plan Document and Summary Plan Description are clear and unambiguous as to the validity of Claims and the Participants' eligibility for coverage under the Plan. Meritain shall have no discretionary authority to interpret the Plan or to adjudicate Claims. If adjudication of a Claim requires interpretation of ambiguous Plan language, and the Client has not previously indicated to Meritain the proper interpretation of such language, then the Client shall be responsible for resolving the ambiguity or any other dispute arising therefrom. In any event, the Client's decision as to any Claim (whether or not it involves a Plan ambiguity or other dispute) shall be final, subject only to appeals allowed by Applicable Law.

4.11 The Client represents and warrants to Meritain that the Plan is in full compliance with, and shall at all times during the Term remain in full compliance with, all Applicable Laws, including, but not limited to, ERISA.

4.12 The work to be performed by Meritain under this Agreement may, at Meritain's discretion, be performed directly by it or wholly or in part through a subsidiary or affiliate of Meritain, or by another organization, agent, advisor or other person(s) with which Meritain has an arrangement.

4.13 Meritain shall be entitled to rely, without investigation or inquiry, upon any written or oral information or communication of the Client or its agents.

4.14 In the event that the Centers for Medicare and Medicaid Services ("CMS") determines that the Plan has underpaid a claim under Medicare Secondary Payor laws, the parties acknowledged that Plan assets will be used to correct such underpayment. Under no circumstances will Meritain be required to make such payment with Meritain funds, regardless of when CMS requires such payment, during or after the term of this Agreement, provided that such underpayment is not due to Meritain's gross negligence, bad faith, or willful misconduct. This provision shall survive the expiration or termination of this Agreement.

4.15 The Client agrees and acknowledges that Meritain is not liable for any act or omission by any Provider or for a Provider's failure or refusal to provide services or supplies. Care and treatment received by Plan Participants are subject to the rules and regulations of the Providers.

4.16 The Client agrees and acknowledges that Meritain and its employees shall not be liable, under any circumstances, for the action or lack thereof by any Provider under theories of vicarious liability, agency, ostensible authority, respondeat superior, imputed liability, or any other theory of liability.

#### ARTICLE V. MISCELLANEOUS PROVISIONS

5.1 Exclusivity. Client agrees that, during the term of this Agreement, Meritain shall be the sole and exclusive provider to Client of each of the products and services described in this Agreement.

5.2 Audit Rights. Subject to the provisions of this Section, Client may audit Meritain's records in connection with the administration of this Agreement and Meritain agree to provide Client with reasonable access to such records. Meritain shall only be required to provide access to such information that is in its possession and which is reasonably necessary to administer the Plan, provided that disclosure of such information is not prohibited by Meritain's agreements with third parties or any requirement of Applicable Law. Client shall give Meritain reasonable prior written notice which shall include: a) a statement of its intent to perform such an audit; b) a statement explaining its need to perform the audit; c) a description of the type(s) of information within the scope of the audit, including dates; and d) Client's representation that the information to be disclosed by Meritain is reasonably necessary for the administration of the Plan. All audits and information disclosures shall occur at a reasonable time and place, in a manner that does not unreasonably interfere with Meritain's ability to conduct its normal business, and at Client's sole cost and expense. Subject to Meritain's approval, which may be withheld for any reason, Client may designate a third party to conduct an audit or receive information hereunder. Upon receipt of such approval by Meritain, the Client and such third party shall enter into an agreement with Meritain which shall provide at a minimum: (i) a representation from Client and such third party that no portion of the audit is based upon a contingency fee arrangement; (ii) a representation from Client and such third party that each shall only use the minimally necessary amount of audit information solely for purposes of administering the Plan and that each shall protect and maintain such information as confidential and to not disclose the information to any other person or entity other than Meritain; and (iii) a representation from Client and such third party that each shall provide Meritain with copies of all reports and summaries compiled as a result of the audit.

5.3 Full Integration. This Agreement, together with all exhibits and schedules that are attached hereto, supersedes any and all prior representations, conditions, warranties, understandings, proposals or other agreements between the Client and Meritain, whether oral or written, respecting the subject matter hereof. In this regard, the parties, having read and understood this entire Agreement, acknowledge and agree that there are no other representations, conditions, promises, agreements, understandings or warranties that exist outside this Agreement which have been made by either of the parties hereto, which have induced either party or has led to the execution of this Agreement by either party. Any statements, proposals, representations, conditions, warranties, understandings or agreements which may have been heretofore made by either of the parties, and which are not expressly contained herein, are void and of no force or effect.

5.4 Use of Trade Names. Client acknowledges that Meritain may do business under the names of any subsidiary, affiliate or service line, including without limitation: Meritain Health, Inc., CBSA, CBSA PERFORMAX, Corporate Benefit Services of America, Inc., PERFORMAX, Inc. and/or any combination or derivative of the foregoing. Client hereby waives any right to assert any failure by Meritain and/or any of its affiliates or subsidiaries to register any particular trade name as a defense to, or in avoidance of, any claim or counterclaim

made by Meritain and/or its affiliates or subsidiaries against Client arising out of or in connection with the Agreement.

5.5 Counterparts. This Agreement may be executed in two or more counterparts, each and all of which shall be deemed an original and all of which, together, shall constitute one and the same instrument.

5.6 No Oral Modification. No provision of this Agreement may be amended, augmented or in any way modified except in a writing signed by a duly authorized representative of each of the parties.

5.7 Indemnification. The Client shall indemnify, defend (with counsel mutually agreed upon by the parties), save and hold Meritain and its affiliates, and their officers, directors, employees and agents harmless from and against any and all claims, suits, actions, liabilities, losses, fines, penalties, damages and expenses of any kind (including, but not limited to, actual attorneys' fees) which Meritain may incur by reason of: (i) Client's or its employees' or agents' failure to perform or abide by any of its duties under this Agreement; (ii) Client's failure to administer the Plan in a prudent or proper manner; (iii) any negligence or misconduct on the part of the Client or its agents or representatives; (iv) any disputes arising out of partial payment or denial of a claim by either the Client or the excess risk carrier; (v) any action taken by Meritain at the direction of the Client; (vi) Meritain's inability to comply with preferred provider network prompt pay discounts due to circumstances beyond its control such as, additional information needed from the Client, Participant, excess stop-loss provider or Provider, incomplete claim, eligibility or coverage information, untimely repricing from the vendor, or Client's failure to fund claims in a timely manner; or (vii) the Client's violation of any of the acknowledgements, warranties or representations made by the Client contained herein. Meritain shall indemnify, defend (with counsel mutually agreed upon by the parties), save and hold the Client harmless from and against any and all claims, suits, actions, liabilities, losses, fines, penalties, damages and expenses of any kind (including, but not limited to, actual attorneys' fees) which Client may incur by reason of: (i) Meritain's gross negligence, willful failure to act or willful misconduct in the performance of its duties under the Agreement; (ii) Meritain's fraud or embezzlement or other financial willful misconduct related to the Agreement; or (iii) Meritain's violation of any of the express warranties of Meritain contained herein; provided, however that Meritain's cumulative liability arising in connection with the performance of services under this Agreement shall not exceed the total fees payable by Client under this Agreement for the specific services giving rise to the claim. Notwithstanding the foregoing, Client acknowledges and agrees that Meritain shall not be liable for any mistake of judgment or for any action taken in good faith, and that any clerical error made by Meritain in the performance of its duties under this Agreement will not be construed as negligence or gross negligence provided that Meritain makes a good faith attempt to correct any such error once it is discovered.

5.8 Severability. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason or in any respect, such invalidity, illegality or unenforceability shall in no event affect, prejudice or disturb the validity of the remainder of this Agreement, which shall be in full force and effect, enforceable in accordance with its terms.

5.9 Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New York, to the extent such laws are not preempted by ERISA.

5.10 Dispute Resolution: Arbitration. In the event of a dispute by either party related to this Agreement, the parties agree to first attempt to resolve such dispute by having the parties' Chief Executive Officers (or their designees) meet in person within thirty days of written notice of dispute issued by either party. In the event the dispute is not resolved after reasonable efforts by the Chief Executive Officers within such thirty day period, either party may then proceed to arbitration under this Section. All disputes, controversies or claims arising out of or relating to the operation or interpretation of this Agreement shall be settled by arbitration before one arbitrator in accordance with the Commercial Rules of the American Arbitration Association. The arbitrator shall be jointly selected by the Client and Meritain. Any award rendered by the arbitrator shall be final and binding upon the parties and judgment upon any such award may be entered in any court having jurisdiction thereof. Arbitration shall take place in Buffalo, New York, or at a location mutually agreed upon by the parties. The fees and expenses of the arbitrator shall be borne equally by the parties. Each party shall pay its own fees and costs relating to any arbitral proceedings, including experts' and attorneys' fees. The arbitrator shall render his/her determination in a manner consistent with the terms of this Agreement, and the arbitrator shall not be entitled to award punitive or exemplary damages.

5.11 No Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or give to any third party (including without limitation, Plan Participants), any rights or remedies against any party hereto.

5.12 Force Majeure. Meritain shall not be liable to the Client for any failure to satisfy an obligation, representation or warranty under this Agreement due to any cause beyond its reasonable control including, but not limited to, inclement weather, acts of God, war, riot, malicious acts of damage, civil commotion, strike, lockout, industrial dispute, power failure or fire. If such a condition prevents Meritain's performance under this Agreement for a continuous period of ninety (90) days or more, the Client may terminate this Agreement by properly delivered written notice.

5.13 Subsequent Documents. The parties agree that each shall timely execute or provide any further documents that will be reasonably necessary to effect any term, condition, warranty or other part or aspect of this Agreement.

5.13 Assignment. The Client may not assign this Agreement, in whole or in part, without the prior written consent of Meritain, which consent shall not be unreasonably withheld. Any assignment in violation of this provision is null and void.

5.14 Waiver. No waiver of any term or provision of this Agreement, nor consent to any failure to perform under, or breach of this Agreement, shall be binding against either of the parties unless such party delivers a writing, signed by a duly authorized representative, expressly stating what it has waived any such term or provision. There shall be no implied waivers or consents. No waiver respecting an expressly identified term or provision, or consent to an expressly identified act or omission, will have any effect on the balance of this Agreement, or the balance of a party's conduct.

5.15 Approval of Agreement; Binding Nature. Client acknowledges and agrees that it has been provided with the opportunity to engage its own counsel to review this Agreement and any Plan Documents on its behalf. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives and permitted successors.

5.16 Notices. Any notice or other communication permitted or required to be given under this Agreement shall be in writing and shall be (a) delivered in person, (b) mailed, by certified mail, return receipt requested, postage prepaid, (c) sent by recognized overnight courier, or (d) transmitted by facsimile, to the following:

If to Meritain:

Meritain Health, Inc.  
300 Corporate Parkway  
Amherst, New York 14226  
Attention: Chairman and CEO

With copies to:

Regional President  
300 Corporate Parkway  
Amherst, New York 14226

and:

Corporate Counsel  
300 Corporate Parkway  
Amherst, New York 14226

If to the Client:

The Philadelphia Parking Authority  
701 Market Street, Suite 5400, Philadelphia, PA 19106  
Attention: Joe Kolakowski  
Director of Risk Management, Compensation & Benefits

Facsimile No.: (215) 683-9600

5.17 Miscellaneous. Headings and subheadings herein are for convenience of reference only and are not of substantive effect. Terms used herein whether singular or plural shall be deemed to be singular or plural as the context may require.

5.18 Survival. Notwithstanding anything herein to the contrary, the following provisions shall be deemed to survive the expiration or termination of this Agreement: Exhibit A, and Sections 1.2, 5.2, 5.7, 5.8, 5.9, 5.10, 5.12, 5.18.

In Witness Whereof, the parties have executed this Agreement on the dates set forth below.

Meritain Health, Inc.

*David C. Parker*

Name: David C. Parker  
Title: Head of National Accounts  
Date: 10/14/16

The Philadelphia Parking Authority

*Saraann Hochlund*

Name: Saraann Hochlund  
Title: Sr. HR Generalist  
Date: 1/3/2016

**EXHIBIT A**  
**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

**THIS EXHIBIT** to the Administrative Services Agreement between Meritain and Client (the "Agreement") is incorporated by reference therein. Client represents that it has the authority to execute, and hereby executes, this Exhibit A for and on behalf of the Plan Sponsor's health benefit plan for which Meritain provides plan administration services ("the Plan" for the purposes of this Exhibit A).

In conformity with the regulations at 45 C.F.R. Parts 160-164 (the "Privacy and Security Rules") Meritain will under the following conditions and provisions have access to, maintain, transmit, create and/or receive certain Protected Health Information:

1. Definitions. The following terms shall have the meaning set forth below:
  - (a) ARRA. "ARRA" means the American Recovery and Reinvestment Act of 2009
  - (b) Breach. "Breach" has the meaning assigned to such term in 45 C.F.R. 164.402.
  - (c) C.F.R. "C.F.R." means the Code of Federal Regulations.
  - (d) Designated Record Set. "Designated Record Set" has the meaning assigned to such term in 45 C.F.R. 164.501.
  - (e) Discovery. "Discovery" shall mean the first day on which a Breach is known to Meritain (including any person, other than the individual committing the breach, that is an employee, officer, or other agent of Meritain), or should reasonably have been known to Meritain, to have occurred.
  - (f) Electronic Protected Health Information. "Electronic Protected Health Information" means information that comes within paragraphs 1(f) or 1(ii) of the definition of "Protected Health Information", as defined in 45 C.F.R. 160.103.
  - (g) Individual. "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. 164.502 (g).
  - (h) Protected Health Information. "Protected Health Information" shall have the same meaning as the term "Protected Health Information", as defined by 45 C.F.R. 160.103, limited to the information created or received by Meritain from or on behalf of Client.
  - (i) Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. 164.103.
  - (j) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
  - (k) Security Incident. "Security Incident" has the meaning assigned to such term in 45 C.F.R. 164.304.
  - (l) Standard Transactions. "Standard Transactions" means the electronic health care transactions for which HIPAA standards have been established, as set forth in 45 C.F.R., Parts 160-162.
  - (m) Unsecured Protected Health Information. "Unsecured Protected Health Information" means Protected Health Information that is not secured through the use of a technology or methodology specified by guidance issued by the Secretary from time to time.
2. Obligations and Activities of Meritain
  - (a) Meritain agrees to not use or disclose Protected Health Information other than as permitted or required by this Exhibit or as Required By Law.
  - (b) Meritain agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Exhibit.
  - (c) Meritain agrees to mitigate, to the extent practicable, any harmful effect that is known to Meritain of a use or disclosure of Protected Health Information by Meritain in violation of the requirements of this Exhibit.
  - (d) Meritain agrees to report to Client any Security Incident of the Protected Health Information not allowed by this Exhibit of which it becomes aware, except that, for purposes of the Security Incident reporting requirement, the term "Security Incident" shall not include inconsequential incidents that occur on a daily basis, such as scans, "pings" or other unsuccessful attempts to penetrate computer networks or servers containing electronic PHI maintained by Meritain.
  - (e) Meritain agrees to report to Client any Breach of Unsecured Protected Health Information without unreasonable delay and in no case later than sixty (60) calendar days after Discovery of a Breach. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Meritain, to have been, accessed, acquired, or disclosed in connection with such Breach. In addition, Meritain shall provide any additional information reasonably

requested by Client for purposes of investigating the Breach. Meritain's notification of a Breach under this section shall comply in all respects with each applicable provision of Section 13400 of Subtitle D (Privacy) of ARRA, 45 C.F.R. 164.410, and related guidance issued by the Secretary from time to time.

- (f) Meritain agrees to ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of Meritain agree in writing to the same restrictions and conditions that apply through this Exhibit to Meritain with respect to such information, in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), if applicable.
- (g) Meritain agrees to provide access, at the request of Client, and in the time and manner designated by Client, to Protected Health Information in a Designated Record Set, to Client or, as directed by Client, to an individual in order to meet the requirements under 45 C.F.R. 164.524.
- (h) Meritain agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Client directs or agrees to pursuant to 45 C.F.R. 164.526 at the request of Client or an individual, and in the time and manner designated by Client.
- (i) Meritain agrees to make (i) internal practices, books, and records, including policies and procedures, relating to the use and disclosure of Protected Health Information received from, or created or received by Meritain on behalf of, Client, and (ii) policies, procedures, and documentation relating to the safeguarding of Electronic Protected Health Information available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Client's or Meritain's compliance with the Privacy and Security Rules.
- (j) Meritain agrees to document such disclosures of Protected Health Information as would be required for Client to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. 164.528.
- (k) Meritain agrees to provide to Client the information collected in accordance with this Section to permit Client to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. 164.528.
- (l) With respect to Electronic Protected Health Information, Meritain shall implement and comply with the administrative safeguards set forth at 45 C.F.R. 164.308, the physical safeguards set forth at 45 C.F.R. 310, the technical safeguards set forth at 45 C.F.R. 164.312, and the policies and procedures set forth at 45 C.F.R. 164.316 to reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Client. Meritain acknowledges that, effective the later of the Effective Date of this Exhibit or February 17, 2010, (i) the foregoing safeguards, policies and procedures requirements shall apply to Meritain in the same manner that such requirements apply to Client, and (ii) Meritain shall be subject to the civil and criminal enforcement provisions set forth at 42 U.S.C. 1320d-5 and 1320d-6, as amended from time to time, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary from time to time with respect to such requirements.
- (m) With respect to Electronic Protected Health Information, Meritain shall ensure that any subcontractors that create, receive, maintain, or transmit Electronic Protected Health Information on behalf of Meritain, agree to comply with the applicable requirements of Subpart C of 45 C.F.R. Part 164 by entering into a contract that complies with 45 C.F.R. Section 164.314.
- (n) If Meritain conducts any Standard Transactions on behalf of Client, Meritain shall comply with the applicable requirements of 45 C.F.R. Parts 160-162.
- (o) Meritain acknowledges that, effective the later of the Effective Date of this Exhibit or February 17, 2010, it shall be subject to the civil and criminal enforcement provisions set forth at 42 U.S.C. 1320d-5 and 1320d-6, as amended from time to time, for failure to comply with any of the use and disclosure requirements of this Exhibit and any guidance issued by the Secretary from time to time with respect to such use and disclosure requirements.
- (p) To the extent Meritain is to carry out one or more of Client's obligation(s) under Subpart E of 45 CFR Part 164, Meritain shall comply with the requirements of Subpart E that apply to Client in the performance of such obligation(s).

3. Permitted Uses and Disclosures by Meritain

3.1 General Use and Disclosure

Except as otherwise provided in this Exhibit, Meritain may use or disclose Protected Health Information to perform its obligations under the Agreement, provided that such use or disclosure would not violate the Privacy and Security Rules if done by Client or the minimum necessary policies and procedures of Client.

3.2 Specific Use and Disclosure Provisions

- (a) Except as otherwise provided in this Exhibit, Meritain may use Protected Health Information for the proper management and administration of Meritain or to carry out the legal responsibilities of Meritain.
- (b) Except as otherwise provided in this Exhibit, Meritain may disclose Protected Health Information for the proper management and administration of Meritain, provided that disclosures are Required By Law, or Meritain obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies Meritain of any instances of which it is aware in which the confidentiality of the information has been breached in accordance with the Breach and Security Incident notifications requirements of this Exhibit.
- (c) Meritain shall not directly or indirectly receive remuneration in exchange for any Protected Health Information of an Individual without Client's prior written approval and notice from Client that it has obtained from the Individual, in accordance with 45 C.F.R. 164.508, a valid authorization that includes a specification of whether the Protected Health Information can be further exchanged for remuneration by Meritain. The foregoing shall not apply to Client's payments to Meritain for services delivered by Meritain to Client.
- (d) Except as otherwise provided in this Exhibit, Meritain may use Protected Health Information to provide data aggregation services to Client as permitted by 45 C.F.R. 164.504(e)(2)(i)(B).
- (e) Meritain may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. 164.502(j)(1).

4. Obligations of Client.

4.1 Provisions for Client to Inform Meritain of Privacy Practices and Restrictions

- (a) Client shall notify Meritain of any limitation(s) in its notice of privacy practices of Client in accordance with 45 C.F.R. § 164.520, to the extent that such limitation(s) may affect Meritain's use or disclosure of Protected Health Information.
- (b) Client shall provide Meritain with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes affect Meritain's uses or disclosures of Protected Health Information.
- (c) Client agrees that it will not furnish or impose by arrangements with third parties or other Covered Entities or Business Associates special limits or restrictions to the uses and disclosures of its PHI that may impact in any manner the use and disclosure of PHI by Meritain under the Agreement and this Exhibit, including, but not limited to, restrictions on the use and/or disclosure of PHI as provided for in 45 C.F.R. 164.522.

4.2 Permissible Requests by Client

Client shall not request Meritain to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy and Security Rules if done by Client.

5. Term and Termination

- (a) Term. The provisions of this Exhibit shall take effect on the effective date of the Agreement, and shall terminate upon expiration or termination of the Agreement, except as otherwise provided herein.
- (b) Termination for Cause. Without limiting the termination rights of the parties pursuant to the Agreement and upon either party's knowledge of a material breach by the other party, the non-breaching party shall either:
  - i. Provide an opportunity for the breaching party to cure the breach or end the violation, or terminate the Agreement, if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party, or
  - ii. Immediately terminate the Agreement, if cure of such breach is not possible.

(c) Effect of Termination.

The parties mutually agree that it is essential for Protected Health Information to be maintained after the expiration of the Agreement for regulatory and other business reasons. Except as provided below, upon termination of this Agreement for any reason, Meritain shall return or destroy all Protected Health Information received from Client, or created or received by Meritain on behalf of Client. Notwithstanding the expiration of the Agreement, if Meritain determines that returning or destroying Protected Health Information is infeasible, Meritain shall notify Client of the conditions that make return or destruction infeasible. Meritain shall extend the protections of this Exhibit to such Protected Health Information, and limit further use or disclosure of the Protected Health Information to those purposes that make the return or destruction of the Protected Health Information infeasible.

6. Miscellaneous

- (a) Regulatory References. A reference in this Exhibit to a section in the Privacy and Security Rules means the section as in effect or as amended, and for which compliance is required.
- (b) Amendment. The Parties agree to take such action to amend this Agreement from time to time as is necessary for Client and Meritain to comply with the requirements of the HIPAA Privacy Rule, the HIPAA Security Rule, the HITECH Act, and HIPAA, as amended.
- (c) Survival. The respective rights and obligations of Meritain under Section 5(c) of this Exhibit shall survive the termination of this Exhibit.
- (d) Interpretation. Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits Client to comply with the Privacy and Security Rules.
- (e) No third party beneficiary. Nothing express or implied in this Exhibit in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.
- (f) Governing Law. This Exhibit shall be governed by and construed in accordance with the same internal laws as that of the Agreement.

The parties hereto have executed this Exhibit with the execution of the Agreement.

Meritain Health, Inc.

*David C. Parker*

Name: David C. Parker  
Title: Head of National Accounts  
Date: 10/14/16

The Philadelphia Parking Authority

*Saraann Haglund*

Name: Saraann Haglund  
Title: Sr. HR Generalist  
Date: 1/31/2017

**Exhibit B**  
**DISCLOSURE NOTICE REGARDING INSURANCE COMMISSIONS AND OTHER COMPENSATION**

U.S. Department of Labor rules permit the receipt of insurance commissions and other compensation by service providers such as Meritain (and its affiliates) if proper disclosure is given and an appropriate independent Plan fiduciary acknowledges in writing receipt of the information and approves the transaction. The commissions and other compensation to be paid to Meritain are set forth in this Agreement. By signing this Agreement and any Renewal Schedules of Services and Fees, Client certifies that it is an independent fiduciary of the Plan and that it acknowledges in writing receipt of the following information and approves the transactions referenced herein.

**A. Statement of Affiliation**

Prodigy Health Group, Inc. is a diversified health care services holding company whose subsidiaries include American Health Holding, Inc., Scrip World, LLC, Precision Benefit Services, Inc., Meritain Health, Inc. and PERFORMAX, Inc. Each affiliate is free to recommend to a client, products and services offered by other companies, which may include another affiliate; however, no affiliate is required to recommend an affiliate and no affiliate is limited or restricted in recommending the products and/or services of any vendor. Affiliates may be entitled to reasonable commissions and fees from other companies, including affiliates, and such commissions and fees are earned in the ordinary course of business in arms' length transactions. In addition, certain inter-company agreements exist amongst the affiliates to provide for the exchange of certain goods, services, and leases of real property at market-based rates of compensation.

**Other Fees**

From time to time, Meritain may engage third party vendors to perform or provide services in connection with this Agreement. In some cases Meritain will pay the vendor as a subcontractor out of fees it has collected pursuant to this Agreement.

The disclosures set forth in this Exhibit B, together with the disclosures set forth in Article V. of this Agreement, represent Meritain's best reasonable estimate of the total amount of all direct and indirect compensation Meritain may receive in connection with this Agreement. The actual amount may vary during the course of this Agreement based upon changes in the number of participants, utilization and other factors external to this Agreement. With respect to all compensation Meritain actually receives as a result of this Agreement, Meritain will disclose such amounts to Client annually, upon request, to the extent required to assist Client in filing its Form 5500.