

**GUILFORD COUNTY CONTRACT NO. 90901-12/31-240
UNITEDHEALTHCARE INSURANCE COMPANY**

STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

**MEDICARE ADVANTAGE WITH PRESCRIPTION
DRUG BENEFIT (MA-PD) GROUP AGREEMENT**

THIS MEDICARE ADVANTAGE WITH PRESCRIPTION DRUG BENEFIT (MA-PD) GROUP AGREEMENT (the "Agreement") is hereby entered into effective as of January 1, 2014 (the "Effective Date") between UNITEDHEALTHCARE INSURANCE COMPANY, a Connecticut corporation, on behalf of itself and UNITEDHEALTHCARE Affiliates, hereinafter collectively referred to as "UNITEDHEALTHCARE," and GUILFORD COUNTY, a body politic and corporate of the State of North Carolina, hereinafter referred to as the "GROUP" and also collectively referred to as the "Parties."

RECITAL OF FACTS

UNITEDHEALTHCARE is a Medicare Advantage with Prescription Drug Benefit Plan sponsor certified by the Centers for Medicare & Medicaid Services to offer Medicare Advantage with prescription drug benefit plan(s).

The GROUP is an employer or other entity which sponsors an employee welfare benefit plan and desires to provide a UNITEDHEALTHCARE Medicare Advantage with prescription drug benefit plan for its Eligible Retirees and their Eligible Dependents.

AGREEMENT

NOW THEREFORE, in consideration of the application of the GROUP for the medical and prescription drug benefits provided under this Agreement, in accordance with the Medicare Laws and Regulations and in consideration of the periodic payment of MA-PD Plan Beneficiary Premium on behalf of Members in advance as they become due, UNITEDHEALTHCARE agrees to provide Covered Services and Covered Part D Drugs to GROUP Plan participants enrolled as Members in the UNITEDHEALTHCARE MA-PD Plan, subject to all terms and conditions of this Agreement.

1. DEFINITIONS

1.01 Agreement is this Medicare Advantage with Prescription Drug Benefit Plan Group Agreement., including, but not limited to any attachments or exhibits and any amendments thereto, and by reference, the Evidence of Coverage and Summary of Benefits, and any amendments thereto.

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1.02 Alternative Disclosure Standards Waiver is the waiver of certain Medicare disclosure requirements at 42 CFR 422.111 and 42 CFR 423.128 for GROUP Plan beneficiaries when the GROUP, as the GROUP Plan sponsor, is subject to the disclosure requirements. Additional requirements to the Alternative Disclosure Standards Waiver apply pursuant to Chapter 9 of the Medicare Managed Care Manual and Chapter 12 of the Medicare Prescription Drug Benefit Manual.

1.03 Centers for Medicare & Medicaid Services ("CMS") is a Federal agency within the United States Department of Health and Human Services and is responsible for administering various Medicare programs.

1.04 Coinsurance is the portion of medical expenses for a service the Member must pay out-of-pocket, usually a fixed percentage. Coinsurance is usually applied after a deductible or Copayment requirement is met. Coinsurance does not include any amounts payable by the Member that are not Covered Services or Covered Part D Drugs under this Agreement. Coinsurance is in addition to the MA-PD Plan Beneficiary Premium.

1.05 Copayment(s) is a fixed dollar amount payable to a health care provider or pharmacy by the Member when the Member receives a health care service or product that is a Covered Service or a Covered Part D Drug. Copayments are in addition to the MA-PD Plan Beneficiary Premium paid by the GROUP.

1.06 Covered Part D Drugs are the Part D eligible prescription drugs and drug products covered pursuant to the current terms of the MA-PD Plan, in compliance with Medicare Laws and Regulations.

1.07 Covered Services are the health care services and products covered pursuant to the current terms of the MA-PD Plan.

1.08 Eligible Dependent(s) is any person defined as a qualified dependent by the GROUP, who in all cases meets all the eligibility requirements of the GROUP and the MA-PD Plan in his or her own right, and who is eligible, in his or her own right, to enroll in a Medicare Advantage with prescription drug benefit plan under the Medicare Laws and Regulations. The Eligible Dependent must permanently reside within the Service Area.

1.09 Eligible Retiree(s) is a former GROUP employee who has met the minimum required retiree participation conditions as determined by the GROUP, who is eligible to enroll in a Medicare Advantage with prescription drug benefit plan under the Medicare Laws and Regulations, who meets the eligibility and enrollment requirements of the MA-PD Plan, and who permanently resides in the Service Area.

1.10 Enrollment is the enrollment of the GROUP's Eligible Retirees and Eligible Dependents into the MA-PD Plan by the GROUP pursuant to and in accordance with Medicare Laws and Regulations. Enrollment is conditioned upon acceptance of the

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Eligible Retiree or Eligible Dependent by UNITEDHEALTHCARE and by CMS, the execution of this Agreement by UNITEDHEALTHCARE and by the GROUP, and the receipt of MA-PD Plan Beneficiary Premium by UNITEDHEALTHCARE.

1.11 Evidence of Coverage ("EOC") is the document supplied by UNITEDHEALTHCARE and issued to Members disclosing and setting forth the health care and prescription drug benefits and terms and conditions of coverage to which Members of the MA-PD Plan are entitled. The EOC is incorporated fully into this Agreement by reference.

1.12 GROUP is the single employer or other entity identified above.

1.13 GROUP Plan is the employee welfare benefit plan sponsored by GROUP.

1.14 GROUP Contribution is the amount of the MA-PD Plan Beneficiary Premium applicable to each Member which is paid by the GROUP.

1.15 Low Income Subsidy ("LIS") is a low-income subsidy provided to a LIS-eligible Member for the cost of the Member's premium or drug cost-sharing coverage under a Medicare Advantage with prescription drug benefit plan, as described in Medicare Laws and Regulations.

1.16 MA-PD Plan is the Medicare Advantage with prescription drug benefit plan described in this Agreement, subject to modification, amendment or termination pursuant to the terms of this Agreement and the GROUP Plan.

1.17 MA-PD Plan Beneficiary Premium is an amount established by UNITEDHEALTHCARE and approved by CMS to be paid to UNITEDHEALTHCARE by or on behalf of each Member enrolled in the MA-PD Plan for coverage under the MA-PD Plan. The amount, method of payment, and the GROUP Contribution to the MA-PD Plan Beneficiary Premium, if any, is set forth in the applicable document. The MA-PD Plan Beneficiary Premium may include late enrollment penalties as assessed by CMS for those Members who did not have creditable prescription drug coverage for a period that exceeds sixty-three (63) calendar days from or after eligibility for Medicare Part D Plan. The MA-PD Plan Beneficiary Premium will not include Income Related Monthly Adjustment Amounts (IRMAA), if any, as assessed by the Social Security Administration to certain individuals with higher incomes.

1.18 Medicare Laws and Regulations are, collectively, the Medicare Prescription Drug, Improvement, and Modernization Act of 2003 (the "MMA"), the Medicare Improvements for Patients and Providers Act of 2008, the Patient Protection and Affordable Care Act, the regulations implementing the Medicare Advantage provisions at 42 CFR Part 422, together with guidance, instruction and other directives from CMS relating to Medicare Advantage Plans, and the regulations implementing the

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Medicare Part D Plan provisions of the MMA at 42 CFR Part 423, together with guidance, instruction and other directives from CMS relating to the Medicare Part D Plan.

1.19 Medicare Part D Plan is a Medicare Part D prescription drug benefit plan.

1.20 Member is the Eligible Retiree and/or Eligible Dependent who is eligible and covered by the MA-PD Plan.

1.21 Open Enrollment Period is the annual period established by the GROUP, or if no Open Enrollment Period is declared by the GROUP, another period required by CMS, during which all eligible and prospective GROUP Eligible Retirees and Eligible Dependents may enroll in the MA-PD Plan.

1.22 Service Area is a geographic area approved by CMS within which an MA-PD Plan Member must permanently reside in order to enroll in the MA-PD Plan.

1.23 UNITEDHEALTHCARE Affiliates are all companies controlling, controlled by or under common control with UNITEDHEALTHCARE Insurance Company.

1.24 UNITEDHEALTHCARE Enrollment Packet is the packet of information supplied by UNITEDHEALTHCARE to prospective and current Members which discloses plan policy and procedure, and provides information about MA-PD Plan medical and prescription drug benefits and exclusions.

2. ELIGIBILITY AND ENROLLMENT

2.01 Eligibility. The MA-PD Plan specifies the coverage for which Eligible Retirees and Eligible Dependents are eligible, in consideration of their continued entitlement to Medicare Part A and/or enrollment in Part B, and in consideration of UNITEDHEALTHCARE's receipt of any specified MA-PD Plan Beneficiary Premium. Only persons with Medicare Parts A and/or B are allowed to be enrolled in the MA-PD Plan. The Member is responsible for paying the appropriate premiums for Medicare Part A and/or Part B.

2.02 Submission of Eligibility List and Enrollment Election Forms. The GROUP shall submit a list of Eligible Retirees and Eligible Dependents (the "GROUP Eligibility List"). If the GROUP seeks to automatically enroll all Eligible Retirees and Eligible Dependents, the GROUP will make available to such Eligible Retiree and Eligible Dependent the ability to opt out of the automatic enrollment in a manner that allows such Eligible Retiree and Eligible Dependent to enroll in another plan of their choice on a timely basis and in accordance with Medicare Laws and Regulations.

The GROUP shall submit any and all modifications to the GROUP Eligibility List to UNITEDHEALTHCARE by the tenth (10th) calendar day of each month. Additions to

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the GROUP Eligibility List must be received by the tenth (10th) calendar day of the month before a Member's coverage becomes effective in order for such Member's coverage to be considered effective as of the first day of the following month. The GROUP Eligibility List is subject to modification by UNITEDHEALTHCARE based upon acceptance or rejection of Enrollment by UNITEDHEALTHCARE and CMS.

2.02.01 Enrollment/Election. A properly completed Enrollment form must be submitted to UNITEDHEALTHCARE by the GROUP for each Eligible Retiree and Eligible Dependent to be enrolled in the MA-PD Plan. In its discretion, UNITEDHEALTHCARE may accept a uniform Group Enrollment (without individual enrollment election forms and usually in an electronic file format) if such Group Enrollment is conducted pursuant to Medicare Laws and Regulations.

Required elements for an Enrollment include, but are not limited to the following: the MA-PD Plan name; Member name; Member birth date; Member gender; Member permanent residence address; Member Medicare number; Member's response to the end-stage renal disease question; contact information if signed by an authorized representative; GROUP name and GROUP number. For a paper Enrollment form, an additional required element is Member's signature or Member's authorized representative's signature.

2.02.02 Time of Enrollment. All Enrollment forms shall be completed and submitted by the GROUP to UNITEDHEALTHCARE during the Open Enrollment Period. The EOC applicable to the MA-PD Plan includes information regarding Initial Enrollment Period and Special Enrollment Period, as defined by CMS, during which Eligible Retiree and Eligible Dependent may enroll in the MA-PD Plan outside of the Open Enrollment Period. The GROUP shall provide notice to existing and/or prospective Members of the applicable Open Enrollment Period. GROUP shall also provide prior notice of such Open Enrollment Period to UNITEDHEALTHCARE so that the appropriate UNITEDHEALTHCARE Enrollment Packet can be sent to Member in advance of the desired MA-PD Plan effective date.

The GROUP shall forward all completed or amended Enrollment forms for each Member for receipt by UNITEDHEALTHCARE by the tenth (10th) calendar day of each month. The GROUP acknowledges that any Enrollment form not received by UNITEDHEALTHCARE by the tenth (10th) calendar day of each month may be rejected by UNITEDHEALTHCARE or may result in a later effective date of coverage.

2.02.03 Enrollment Notice to Eligible Retiree and Eligible Dependent. The GROUP shall provide a written notice, prepared by UNITEDHEALTHCARE, to Eligible Retirees and Eligible Dependents at the commencement of the Open Enrollment Period and throughout the year to persons who become eligible at times other than during the Open Enrollment Period. The written notice shall provide notice of the availability of coverage under the MA-PD Plan.

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2.02.04 Enrollment Record Retention. The GROUP's record of Member's enrollment election must exist in a format that can be easily, accurately and quickly reproduced for later reference by each individual Member, UNITEDHEALTHCARE and/or CMS, as necessary, and be maintained by the GROUP for the term of this Agreement and for ten (10) years thereafter.

2.03 Commencement of Coverage. The commencement date of coverage under the MA-PD Plan shall be effective in accordance with the terms of this Agreement and Medicare Laws and Regulations (or, if applicable, in accordance with the eligibility date CMS communicates to UNITEDHEALTHCARE). UNITEDHEALTHCARE's acceptance of each Member's Enrollment is contingent upon receipt of the applicable MA-PD Plan Beneficiary Premium payment and CMS' confirmation of enrollment.

2.04 Involuntary Disenrollment. In the event a Member no longer meets the GROUP's eligibility requirements for participation in the MA-PD Plan, the GROUP and/or Member shall provide written notice to UNITEDHEALTHCARE of such Member's disenrollment from the MA-PD Plan or the GROUP shall provide notice via the monthly GROUP Eligibility List submission, if applicable. Such notice, regardless of medium, shall include the reason for disenrollment. The GROUP shall notify UNITEDHEALTHCARE thirty (30) calendar days prior to the proposed effective date of disenrollment. Disenrollment generally cannot be effective prior to the date the GROUP submits the disenrollment notice.

In the case of a Member who no longer meets the GROUP's eligibility requirements for participation in the MA-PD Plan or in the case of termination of this Agreement in accordance with Section 7, the GROUP will issue prospective notice to Member of the termination a minimum of twenty-one (21) calendar days prior to the effective date of said termination. Such notice must advise Member of other insurance options that may be available through the GROUP. The GROUP will also advise such Member that the disenrollment action means the Member will not have Medicare prescription drug coverage. Notice must include information about the potential for late-enrollment penalties that may apply in the future.

The effective date of disenrollment always falls on the last calendar day of a month. In the case of a Member no longer meeting the GROUP's eligibility requirements, the GROUP will send UNITEDHEALTHCARE notice of a Member's termination from the MA-PD Plan by the first calendar day of the month for an effective date of the last calendar day of that month. All notifications received after the first calendar day of the month will result in a termination effective date of the last calendar day of the following month.

2.05 Voluntary Disenrollment. In the event a Member elects to discontinue being covered by the MA-PD Plan, such Member must submit a signed, written notice to UNITEDHEALTHCARE that complies with Medicare Laws and Regulations by the tenth (10th) calendar day of the month. The GROUP cannot request a voluntary

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disenrollment of a Member. The GROUP shall notify UNITEDHEALTHCARE prior to the proposed effective date of disenrollment. The effective date of disenrollment always falls on the last calendar day of a month. Disenrollment generally cannot be effective prior to the date the GROUP submits the Member's signed, written disenrollment notice. All notifications received after the tenth (10th) calendar day of the month can result in a termination effective date of the last calendar day of the following month.

2.06 Disenrollment Record Retention. The GROUP's record of Member's election to disenroll must exist in a format that can be easily, accurately and quickly reproduced for later reference by each individual Member, UNITEDHEALTHCARE and/or CMS, as necessary, and be maintained by the GROUP for at least ten (10) years following the effective date of the Member's disenrollment from the MA-PD Plan.

3. **GROUP OBLIGATIONS, MA-PD PLAN BENEFICIARY PREMIUM AND COPAYMENTS**

3.01 Notices to UNITEDHEALTHCARE. The GROUP shall forward all notices of disenrollment to UNITEDHEALTHCARE within the timeframes specified in Sections 2.04 and 2.05 above in the event a Member loses eligibility or elects to terminate membership under this Agreement. The GROUP agrees to pay any applicable MA-PD Plan Beneficiary Premium through the last calendar day of the month in which the Member is enrolled.

3.02 Notices to Member. If the GROUP or UNITEDHEALTHCARE terminates this Agreement pursuant to Section 7 below, the GROUP shall promptly notify all Members enrolled through the GROUP of the termination of their coverage in the MA-PD Plan. Such notification will include any other plan options that may be available through GROUP. The GROUP shall provide such notice by delivering to each Member a true, legible copy of the notice of termination sent from UNITEDHEALTHCARE to the GROUP, or from the GROUP to UNITEDHEALTHCARE, at the Member's then current address. The GROUP shall promptly provide UNITEDHEALTHCARE with a copy of the notice of termination delivered to each Member, along with evidence of the date the notice was provided. In the event that UNITEDHEALTHCARE terminates Member's enrollment in the MA-PD Plan for non-payment of MA-PD Plan Beneficiary Premium or UNITEDHEALTHCARE's non-renewal of this Agreement, Members will receive notice of termination from UNITEDHEALTHCARE.

If, pursuant to Sections 3.06.01 and 3.06.02 below, UNITEDHEALTHCARE or the GROUP increases MA-PD Plan Beneficiary Premium payable by the Member, or if UNITEDHEALTHCARE increases Copayments or Coinsurance or reduces Covered Services and Covered Part D Drugs provided under this Agreement, UNITEDHEALTHCARE or the GROUP, as applicable (whichever Party promulgates the change), shall promptly notify all Members enrolled through the GROUP of the increase or reduction. In addition, UNITEDHEALTHCARE or the GROUP, as applicable (whichever Party promulgates the change), shall promptly notify Members

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enrolled through the GROUP of any other changes in the terms or conditions of this Agreement affecting Members' benefits or obligations under the MA-PD Plan. Unless the change is to be communicated by UNITEDHEALTHCARE through the Annual Notice of Change (ANOC) process, the GROUP shall provide such notice by delivering to each Member a true, legible copy of the notice of the MA-PD Plan Beneficiary Premium or Copayment or Coinsurance increase or reduction in Covered Services and Covered Part D Drugs sent from UNITEDHEALTHCARE to GROUP at the Member's then current address. When required by CMS, the GROUP shall promptly provide UNITEDHEALTHCARE with a copy of the notice of MA-PD Plan Beneficiary Premium or Copayment or Coinsurance increase or reduction in Covered Services and Covered Part D Drugs delivered to each Member, along with evidence of the date the notice was provided. UNITEDHEALTHCARE shall have no responsibility to Members in the event the GROUP fails to provide the notices required by this Section 3.02.

3.03 MA-PD Plan Beneficiary Premium. MA-PD Plan Beneficiary Premium is set forth in the applicable document and will be paid to UNITEDHEALTHCARE by the Due Date in accordance with Section 3.05 below. GROUP shall pay or ensure payment of any portion of MA-PD Plan Beneficiary Premium for Members for which the GROUP is responsible, as set forth in the applicable document. Each Member is responsible for paying to UNITEDHEALTHCARE or GROUP, as applicable, any portion of MA-PD Plan Beneficiary Premium for which he or she is responsible, as set forth in the applicable document. When agreed by UNITEDHEALTHCARE and the GROUP, UNITEDHEALTHCARE will bill each Member for Member's amount of the MA-PD Plan Beneficiary Premium. UNITEDHEALTHCARE shall arrange for Covered Services and Covered Part D Drugs under the MA-PD Plan only for those Members for whom the applicable MA-PD Plan Beneficiary Premium has been paid. The COUNTY is not financially committed by this Contract to purchase any minimum amount of goods or services. The financial exposure to the COUNTY is not expected to exceed \$1,531,814.00 for the first one-year period of this Agreement (which is 1/1/2014 through 12/31/2014), and in any event payment will be made only from budgeted funds in accordance with N.C.G.S. Chapter §159.

3.04 Late Enrollment Penalty. MA-PD Plan Beneficiary Premium may include any late enrollment penalties as determined applicable by CMS. The late enrollment penalty ("LEP") is based on the combination of a percentage of the national average Part D bid amount set by CMS and the number of months a beneficiary has not enrolled in a Medicare Part D plan, when eligible or a Member does not have creditable coverage (coverage containing a prescription drug benefit that is equivalent to Medicare Part D). The LEP is communicated to UNITEDHEALTHCARE by CMS upon confirmation of Member enrollment by CMS. In the event Member is assessed a LEP by CMS, UNITEDHEALTHCARE will bill the LEP directly to GROUP. Otherwise, upon GROUP's written authorization, UNITEDHEALTHCARE will bill the LEP directly to Member. In the case where UNITEDHEALTHCARE bills Member directly for MA-PD Plan Beneficiary Premium, UNITEDHEALTHCARE will bill the LEP directly to the applicable Member.

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3.05 Due Date. MA-PD Plan Beneficiary Premium is due in full on a monthly basis by check or electronic transfer and must be paid directly by the GROUP and/or by Member, as applicable, to UNITEDHEALTHCARE on or before the first business day of the month prior to the month for which the premium applies ("Due Date"). Failure to pay the MA-PD Plan Beneficiary Premium on or before the Due Date may result in termination of the Member from the MA-PD Plan in accordance with eligibility requirements as determined by the GROUP, the procedures set forth in the EOC and Medicare Laws and Regulations. In the event that deposit of payments not made in a timely manner are received by UNITEDHEALTHCARE after termination of the GROUP, the depositing or applying of such funds does not constitute acceptance, and such funds shall be refunded by UNITEDHEALTHCARE within twenty (20) business days of receipt, if UNITEDHEALTHCARE, in its sole discretion, does not reinstate the GROUP.

3.06 Modification of MA-PD Plan Beneficiary Premium and Benefits.

3.06.01 Modification of MA-PD Plan Beneficiary Premium. MA-PD Plan Beneficiary Premium, as set forth in the applicable document, may be modified by UNITEDHEALTHCARE in its sole discretion upon thirty (30) calendar days written notice to GROUP. Any such modification shall take effect commencing the first full month following the expiration of the thirty (30)-day notice period.

3.06.02 Modification of Benefits or Terms. Covered Services and Covered Part D Drugs, as set forth in the EOC, as well as other terms of coverage under the MA-PD Plan may be modified by UNITEDHEALTHCARE in its sole discretion upon thirty (30) calendar days written notice to the GROUP. Any such modification shall take effect commencing the first full month following the expiration of the thirty (30) day notice period or on a later date specified in the notice.

3.07 Effect of Payment. Except as otherwise provided in this Agreement, only Members for whom the MA-PD Plan Beneficiary Premium is received by UNITEDHEALTHCARE are entitled to benefits under the MA-PD Plan, and then only for the period for which such payment is received.

3.08 Adjustments to Payments. No retroactive adjustments may be made beyond ninety (90) calendar days for any additions to or terminations of Eligible Retiree, Eligible Dependent or Member or changes in coverage classification not reflected in UNITEDHEALTHCARE's records at the time UNITEDHEALTHCARE calculates and bills for MA-PD Plan Beneficiary Premium.

Any imposition of or increase in any premium tax, guarantee or uninsured fund assessments, or other governmental charges relating to or calculated in regard to the MA-PD Plan Beneficiary Premium shall be automatically added to the MA-PD Plan Beneficiary Premium as of their legislative effective dates, as permitted by law. In addition, any change in law or regulation that significantly affects

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UNITEDHEALTHCARE's cost of operation can result in an increase in the MA-PD Plan Beneficiary Premium, in an amount to be determined by UNITEDHEALTHCARE, as of the next available date of MA-PD Plan Beneficiary Premium adjustment, as permitted by law.

3.09 Member/Marketing Materials. The GROUP shall provide UNITEDHEALTHCARE with copies of any and all materials relating to the coverage available through the MA-PD Plan that the GROUP intends to disseminate to Eligible Retiree, Eligible Dependent or Member. All materials relating to the MA-PD Plan and/or UNITEDHEALTHCARE shall be subject to review and written approval by UNITEDHEALTHCARE prior to its distribution by the GROUP. The GROUP understands that the MA-PD Plan is subject to federal and state regulatory oversight, and that Eligible Retiree, Eligible Dependent or Member materials and marketing materials (including, but not limited to, cover letters accompanying direct mail kits, announcement mailings, etc.) may be required to be filed with, reviewed and approved by, CMS or state regulators prior to use. The GROUP agrees not to distribute such material prior to receipt of written approval of the material by UNITEDHEALTHCARE. The GROUP shall assume all liabilities and damages arising from the GROUP's unauthorized dissemination of Eligible Retiree, Eligible Dependent or Member materials and/or marketing materials. The GROUP also agrees to comply with all relevant federal and state regulatory requirements regarding the distribution and fulfillment of Eligible Retiree, Eligible Dependent or Member materials and/or marketing materials and applicable timeframes. If the GROUP is subject to the Alternative Disclosure Standards Waiver, the GROUP must ensure compliance with any such alternative disclosure requirements, notify UNITEDHEALTHCARE of the reason for following alternative disclosure requirements, and timely provide UNITEDHEALTHCARE with copies of alternative disclosure materials for review and approval pursuant to the Alternative Disclosure Standards Waiver and UNITEDHEALTHCARE policies.

3.10 Employer/Union-Only GROUP Part D Prescription Drug Plan Obligations. Pursuant to Medicare Laws and Regulations, the GROUP acknowledges and agrees to comply with the following obligations with respect to the MA-PD Plan:

3.10.1. Uniform Premium Requirements: The GROUP may determine how much of a Member's MA-PD Plan Beneficiary Premium GROUP will subsidize, subject to the following conditions shall be met in determining the MA-PD Plan Beneficiary Premium subsidy:

a. The GROUP can subsidize different amounts for different classes of Members in the MA-PD Plan provided such classes are reasonable and based on objective business criteria, such as years of service, date of retirement, business location, job category, and nature of compensation (e.g., salaried v. hourly). Different classes cannot be based on eligibility for Low Income Subsidy individuals;

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b. The GROUP cannot vary the MA-PD Plan Beneficiary Premium subsidy for individuals within a given class of Members, other than as is required for the CMS-assessed late enrollment penalty; and

c. The GROUP cannot charge a Member for prescription drug coverage provided under the MA-PD Plan for more than the sum of his or her monthly MA-PD Plan Beneficiary Premium attributable to basic prescription drug coverage and 100% of the monthly MA-PD Plan Beneficiary Premium attributable to his or her supplemental prescription drug coverage (if any).

3.10.2. Low Income Subsidy: For all MA-PD Plan Low Income Subsidy eligible individuals:

a. UNITEDHEALTHCARE will administer Low Income Premium Subsidy (LIPS) credits. Pursuant to federal regulations, the LIPS amount must first be used to reduce the portion of the monthly MA-PD Plan Beneficiary Premium attributable to basic prescription drug coverage paid by Member, with any remaining portion of the LIPS amount then applied toward the portion of the monthly MA-PD Plan Beneficiary Premium attributable to basic prescription drug coverage paid by the GROUP. If, however, UNITEDHEALTHCARE does not or cannot directly bill the GROUP's Members, CMS will waive this up-front reduction requirement and permit UNITEDHEALTHCARE to directly refund the amount of the LIPS to the Member.

b. If the sum of Member's and the GROUP's monthly MA-PD Plan Beneficiary Premium is less than the amount of the LIPS credit, any amount of the LIPS credit above the total MA-PD Plan Beneficiary Premium must be returned to CMS; and

c. If the LIPS credit for which a Member is eligible is less than the portion of the monthly MA-PD Plan Beneficiary Premium paid by Member, the GROUP shall communicate to Member the financial consequences for Member of enrolling in the GROUP MA-PD Plan as compared to enrolling in another Medicare Part D Plan with a monthly beneficiary premium equal to or below the LIPS amount.

d. Any LIPS credit due to Member and/or the GROUP must be applied within forty-five (45) calendar days of receipt.

e. To enable UNITEDHEALTHCARE to appropriately administer LIPS disbursements, the GROUP shall complete and return an annual attestation issued by UNITEDHEALTHCARE.

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- i. The attestation validates the the GROUP's current billing procedures and is used to determine the recipient of LIPS disbursements.
- ii. The lack of an up-to-date attestation will default the disbursement of LIPS to Member regardless of prior year attestation information.
- iii. UNITEDHEALTHCARE will not refund the GROUP for LIPS disbursements made to Member during periods prior to an adequate attestation being completed and returned.
- iv. In order to collect and redistribute misappropriated LIPS disbursements made to the GROUP, UNITEDHEALTHCARE reserves the right to bill the GROUP who has received LIPS disbursements on behalf of Member due to incorrect attestation information.

f. UNITEDHEALTHCARE shall provide reporting to the GROUP for Members currently receiving LIPS disbursements. These reports will identify Member by name and display their respective monthly disbursements. These reports are intended to allow the GROUP to recoup, if applicable, any remaining portion of the LIPS credit (payment that remains after the LIPS credit is used to exhaust the monthly MA-PD Plan Beneficiary Premium attributable to basic prescription drug coverage paid by the Member). If the reported amount exceeds \$30, the amount distributed would likely cover multiple months. The employer would only be allowed to recoup the difference between the monthly MA-PD Plan Beneficiary Premium and the monthly LIPS credit amount. In these cases, a request for a more detailed report from UNITEDHEALTHCARE should be sought before attempting to recoup LIPS disbursements.

3.11 Compliance with the Health Insurance Portability and Accountability Act of 1996; Creditable Coverage. UNITEDHEALTHCARE is not responsible for issuing any and all notices of creditable coverage required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to eligible Members.

4. BENEFITS AND CONDITIONS FOR COVERAGE

The applicable EOC and any attachments are an integral part of this Agreement and are fully incorporated by reference into this Agreement. These documents include a complete description of the Covered Services and Covered Part D Drugs under the MA-PD Plan. UNITEDHEALTHCARE agrees to apprise the GROUP concerning the type,

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scope and duration of Covered Services and Covered Part D Drugs to which Member is entitled under the MA-PD Plan.

5. PARTIES AFFECTED BY THIS AGREEMENT; RELATIONSHIPS BETWEEN PARTIES

5.01 Relationship of Parties. UNITEDHEALTHCARE is not the agent or representative of the GROUP and shall not be liable for any acts or omissions of the GROUP, its agents or employees, or any other person or organization with which the GROUP has made, or hereafter shall make, arrangements for the performance of services under this MA-PD Plan. The GROUP is not the agent or representative of UNITEDHEALTHCARE and shall not be liable for any acts or omissions of UNITEDHEALTHCARE, its agents, employees or providers, pharmacies, or any other person or organization with which UNITEDHEALTHCARE has made, or hereafter shall make, arrangements for the performance of services under this MA-PD Plan.

5.02 Roles. UNITEDHEALTHCARE shall not be deemed or construed as an employer or as an employee for any purpose with respect to the administration or provision of benefits under the GROUP's benefit plan. UNITEDHEALTHCARE shall not be responsible for fulfilling any duties or obligations of an employer or an employee with respect to the GROUP's benefit plan. This Agreement is a business transaction between two unrelated Parties.

6. TERM OF AGREEMENT; RENEWAL PROVISIONS

The term of this Agreement shall be one (1) year, commencing on January 1, 2014, the Effective Date, unless this Agreement is amended or terminated as provided herein. This Agreement shall automatically renew for a one (1) year term on each anniversary of the Effective Date, unless amended or terminated as provided herein. Renewal of this Agreement shall be subject to modification of rates and benefits pursuant to Section 3.06.

7. TERMINATION

7.01 Termination by GROUP. The GROUP may terminate this Agreement by giving a minimum of sixty (60) calendar days written notice of termination to UNITEDHEALTHCARE, to allow processing time for UNITEDHEALTHCARE to notify Member with a minimum of twenty-one (21) calendar days advance notice of termination. The GROUP termination shall always be effective on the first day of the month. The GROUP shall continue to be liable for MA-PD Plan Beneficiary Premium for all Members enrolled in this MA-PD Plan through GROUP until the date of termination or, if later, the termination date indicated by CMS.

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7.02 Termination by UNITEDHEALTHCARE.

7.02.01 Termination in the Event of Non-Renewal or Termination of CMS Contract. This Agreement shall automatically terminate in the event of a termination or non-renewal of UNITEDHEALTHCARE's contract with CMS (including termination or non-renewal with respect to a Service Area or a portion of a Service Area in which Member resides, as applicable). If the contract between UNITEDHEALTHCARE and CMS is not renewed, Member's MA-PD Plan coverage will be terminated unless Member decides to enroll in another Medicare Advantage with prescription drug benefit plan. If either UNITEDHEALTHCARE or CMS decides not to renew the contract at the end of the year, UNITEDHEALTHCARE will send Member a letter at least ninety (90) calendar days before the end of the contract. If CMS ends the contract in the middle of the year, Member will receive a letter at least thirty (30) calendar days before the end of the contract. In the event UNITEDHEALTHCARE exits a portion of the Service Area, Member will be notified prior to the Service Area exit, pursuant to CMS requirements.

7.02.02 Termination in the Event of Non-Renewal of this Agreement. This Agreement shall terminate in the event it is not renewed by UNITEDHEALTHCARE (including non-renewal with respect to a Service Area or a portion of a Service Area in which Member resides, as applicable). If this Agreement is not renewed, Member's MA-PD Plan coverage under this Agreement will be terminated. If UNITEDHEALTHCARE decides not to renew the Agreement at the end of the year, UNITEDHEALTHCARE will send Member a letter at least ninety (90) calendar days before the end of the Agreement. In the event UNITEDHEALTHCARE exits a portion of the Service Area, Member will be notified prior to the Service Area exit, pursuant to CMS requirements.

7.02.03 Termination for Nonpayment of MA-PD Plan Beneficiary Premium. UNITEDHEALTHCARE may terminate this Agreement in the event the GROUP or its designee, or Member fails to remit MA-PD Plan Beneficiary Premium, including LEP, in full by the Due Date to UNITEDHEALTHCARE by giving written notice of termination of this Agreement to GROUP. Nonpayment of MA-PD Plan Beneficiary Premium includes, but is not limited to, payments returned due to non-sufficient funds (NSF) and post-dated checks. Such notice shall specify that payment of all unpaid MA-PD Plan Beneficiary Premium must be received by UNITEDHEALTHCARE within fifteen (15) calendar days of the date of issuance of the notice, and that if payment is not received within the fifteen (15) day period, no further notice shall be given, and coverage for all Members enrolled in this MA-PD Plan shall automatically be terminated effective at the end of the month for which MA-PD Plan Beneficiary Premium has been actually received by UNITEDHEALTHCARE, subject to compliance with notice requirements.

GUILFORD COUNTY CONTRACT NO. 90901-12/31-240
UNITEDHEALTHCARE INSURANCE COMPANY

7.02.04 Termination for Breach of Material Term.

UNITEDHEALTHCARE may terminate this Agreement if the GROUP breaches any material term, covenant or condition of this Agreement and fails to cure such breach within thirty (30) calendar days after UNITEDHEALTHCARE sends written notice of such breach to the GROUP. For purposes of this Section 7.02.04, material terms of this Agreement specifically include, but are not limited to, Sections 3.01 (Notices to UNITEDHEALTHCARE) and 8.02 (Assignment). UNITEDHEALTHCARE's written notice of breach shall make specific reference to the GROUP's action causing such breach. If the GROUP fails to cure its breach subject to UNITEDHEALTHCARE's satisfaction within thirty (30) calendar days after UNITEDHEALTHCARE sends notice of the breach to the GROUP, UNITEDHEALTHCARE may terminate this Agreement at the end of the thirty (30)-day notice period.

7.02.05 Termination for Providing Misleading or Fraudulent Information.

UNITEDHEALTHCARE may terminate this Agreement thirty (30) calendar days after UNITEDHEALTHCARE sends written notice to the GROUP if the GROUP provides materially misleading or fraudulent information to UNITEDHEALTHCARE in any GROUP questionnaire or is aware that materially misleading or fraudulent information has been provided on Eligible Retiree, Eligible Dependent or Member Enrollment forms.

7.02.06 Termination for Ceasing to Meet GROUP Eligibility Criteria.

UNITEDHEALTHCARE may terminate this Agreement upon thirty (30) calendar days written notice to the GROUP if the GROUP fails to abide by and enforce the conditions of Enrollment set forth in this Agreement.

7.02.07 Termination for Withdrawal of Product from Market.

UNITEDHEALTHCARE may terminate this Agreement upon at least ninety (90) calendar days prior written notice to the GROUP if UNITEDHEALTHCARE no longer issues this particular MA-PD Plan within the applicable market, as permitted by law.

7.02.08 Termination for Withdrawal from Market.

UNITEDHEALTHCARE may terminate this Agreement upon at least one hundred eighty (180) calendar days prior written notice to the applicable state regulatory authority and to the GROUP if UNITEDHEALTHCARE no longer issues GROUP health benefit plans within the applicable market.

7.02.09 Minimum Requirements.

UNITEDHEALTHCARE may terminate this Agreement upon sixty (60) calendar days prior written notice to the GROUP if the GROUP no longer meets UNITEDHEALTHCARE's minimum contribution or participation requirements.

7.02.10 For Loss of GROUP's Office Location within Service Area.

The GROUP acknowledges that in the event of such change of the GROUP's office location, a modification to MA-PD Plan Beneficiary Premium may be necessary. In the

GUILFORD COUNTY CONTRACT NO. 90901-12/31-240
UNITEDHEALTHCARE INSURANCE COMPANY

event of a change of the GROUP's office location, UNITEDHEALTHCARE and the GROUP shall negotiate any changes requested by either UNITEDHEALTHCARE or GROUP to the MA-PD Plan Beneficiary Premium. In the event that the Parties are unable to reach agreement regarding modified MA-PD Plan Beneficiary Premium, UNITEDHEALTHCARE may terminate the GROUP upon thirty (30) calendar days written notice prior to such termination.

7.03 Return of Prepayment Premium Fees Following Termination. In the event of termination by either UNITEDHEALTHCARE (except in the case of fraud or deception in the use of UNITEDHEALTHCARE services or facilities, or knowingly permitting such fraud or deception by another) or the GROUP, UNITEDHEALTHCARE will, within thirty (30) calendar days, return to the GROUP the pro-rata portion of money paid to UNITEDHEALTHCARE which corresponds to any unexpired period for which payment has been received, together with amounts due on claims, if any, less any amounts due to UNITEDHEALTHCARE. UNITEDHEALTHCARE's exercise of its termination rights under Section 7.02 does not waive UNITEDHEALTHCARE's right to payment by the GROUP for all coverage provided, including late fees as provided in Section 3.05.

8. MISCELLANEOUS PROVISIONS

8.01 UNITEDHEALTHCARE Names, Logos and Service Marks. UNITEDHEALTHCARE reserves the right to control all use of its name, product names, symbols, logos, trademarks, and service marks currently existing or later established. The GROUP shall not use UNITEDHEALTHCARE's name, product names, symbols, logos, trademarks, or service marks without obtaining the prior written approval of UNITEDHEALTHCARE.

8.02 Assignment. This Agreement and the rights, interests and benefits hereunder shall not be assigned, transferred, pledged, or hypothecated in any way by the GROUP and shall not be subject to execution, attachment or similar process, nor shall the duties imposed herein be subcontracted or delegated by the GROUP without the approval of UNITEDHEALTHCARE.

8.03 Validity. The unenforceability or invalidity of any part of this Agreement shall not affect the enforceability and validity of the balance of this Agreement.

8.04 Amendments. This Agreement may be modified by UNITEDHEALTHCARE as set forth in Section 3.06 above, or it may be amended upon the mutual written consent of the Parties.

8.05 Attachments. The attachments to this Agreement, and all terms and conditions set forth therein, as they are from time-to-time amended by the Parties, are incorporated by reference herein and made an integral part of this Agreement.

GUILFORD COUNTY CONTRACT NO. 90901-12/31-240
UNITEDHEALTHCARE INSURANCE COMPANY

8.06 Use of Gender. The use of masculine gender in this Agreement includes the feminine gender and the singular includes the plural.

8.07 Waiver of Default. The waiver by UNITEDHEALTHCARE of any one or more defaults by the GROUP or Member shall not be construed as a waiver of any other or future defaults under the same or different terms, conditions or covenants contained in this Agreement.

8.08 Notices. Any notice required or permitted under this Agreement shall be in writing and either delivered personally or by regular, registered, or certified mail, U.S. Postal Service Express Mail, or overnight courier, postage prepaid, or by facsimile transmission at the addresses set forth below:

If to UNITEDHEALTHCARE:

UNITEDHEALTHCARE INSURANCE COMPANY
Attention: President Group Retiree Services
Unitedhealthcare Medicare & Retirement,
a United Health Group Business
9800 Health Care Lane
Minnetonka, MN 55343

If to the GROUP, at GROUP's last address known to UNITEDHEALTHCARE.

Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark date. If sent by regular mail, the notice shall be deemed given two (2) calendar days after the postmark date. Notices delivered by U.S. Postal Service Express mail or overnight courier that guarantees next day delivery shall be deemed given one (1) calendar day after the postmark date. If any notice is transmitted by facsimile transmission or similar means, the notice shall be deemed served or delivered upon telephone confirmation of receipt of the transmission, provided a copy is also delivered via by registered or certified mail, regular mail, or U.S. Postal Service Express mail or overnight courier that guarantees next day delivery.

8.09 Acceptance of Agreement. The GROUP may accept this Agreement either by execution of this Agreement or by making its initial MA-PD Plan Beneficiary Premium payment to UNITEDHEALTHCARE on or before the Effective Date. In the event acceptance of this Agreement is made with the initial payment of the MA-PD Plan Beneficiary Premium, the GROUP shall provide UNITEDHEALTHCARE with an executed copy of this Agreement within sixty (60) calendar days of such payment. Member accepts the terms, conditions and provisions of this Agreement upon completion and execution of the Enrollment form. Acceptance by any of these methods shall render all terms and provisions of this Agreement binding on UNITEDHEALTHCARE and the GROUP.

GUILFORD COUNTY CONTRACT NO. 90901-12/31-240
UNITEDHEALTHCARE INSURANCE COMPANY

8.10 Entire Agreement. This Agreement, including all exhibits, attachments and amendments, contains the entire understanding of the GROUP and UNITEDHEALTHCARE with respect to the subject matter hereof and it incorporates all of the covenants, conditions, promises, and agreements exchanged by the Parties hereto with respect to such matter. This Agreement supersedes any and all prior or contemporaneous negotiations, agreements, representations, or communications, whether written or oral, between the GROUP and UNITEDHEALTHCARE with respect to the subject matter of this Agreement.

8.11 Headings. The headings of the various sections of this Agreement are inserted merely for the purpose of convenience and do not expressly, or by implication, limit or define or extend the specific terms of the section so designated.

8.12 No Third Party Beneficiaries. Except as otherwise expressly indicated in this Agreement, this Agreement shall not create any rights in any third parties who have not entered into this Agreement, nor shall this Agreement entitle any such third party to enforce any rights or obligations that may be possessed by such third party.

8.13 Superseding of Other Agreements. The MA-PD Plan replaces and supersedes any previous Medicare Advantage with Prescription Drug Benefit plan between UNITEDHEALTHCARE and the GROUP. The terms and conditions of this Agreement shall in turn be superseded by those of any subsequent agreement to provide a Medicare Advantage with Prescription Drug Benefit plan between UNITEDHEALTHCARE and the GROUP.

8.14 Indemnification. The GROUP and UNITEDHEALTHCARE each agree to indemnify, defend and hold the other Party, and its affiliates, harmless, and to accept all legal and financial responsibility for any liability (including reasonable attorneys' fees) arising out of its own failure to perform its obligations as set forth in this Agreement, or under Medicare Laws and Regulations.

8.15 ERISA. UNITEDHEALTHCARE makes no representations or determinations regarding whether the arrangement contemplated by this Agreement constitutes an employee welfare benefit plan under the Employee Retirement Income Security Act ("ERISA"), 29 USC § 1001 et seq. This determination is solely the responsibility of GROUP. UNITEDHEALTHCARE will administer this Agreement in accordance with the requirements of Medicare Laws and Regulations and is not responsible for complying with the provisions of ERISA or administering any applicable obligations that may arise under ERISA, including those relating to claims procedures or appeals, COBRA, providing summary plan descriptions, required filings, member materials or disclosures. UNITEDHEALTHCARE is neither the plan administrator nor named fiduciary of the employee benefit welfare plan, as those terms are used in ERISA.

GUILFORD COUNTY CONTRACT NO. 90901-12/31-240
UNITEDHEALTHCARE INSURANCE COMPANY

8.16 Appropriation. This Contract is subject to annual appropriation of funds by the Guilford County Board of Commissioners or other funding source, pursuant to N.C.G.S. Chapter §153A-13.

8.17 Jurisdiction. The Parties agree that this Contract is subject to the jurisdiction and laws of the State of North Carolina. The CONTRACTOR will comply with bid restrictions, if any, and applicable laws, including N.C.G.S. §143-129(j) regarding E-verify. Any controversies arising out of this Contract shall be governed by and construed in accordance with the laws of the State of North Carolina.

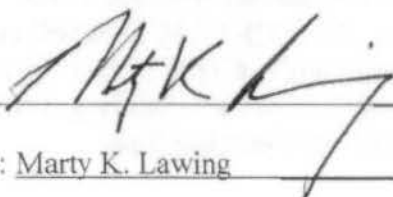
[The remainder of this page is intentionally left blank. Signature page follows.]

GUILFORD COUNTY CONTRACT NO. 90901-12/31-240
UNITEDHEALTHCARE INSURANCE COMPANY

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

GROUP: GUILFORD COUNTY

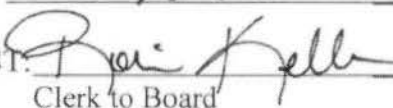
UNITEDHEALTHCARE
INSURANCE COMPANY

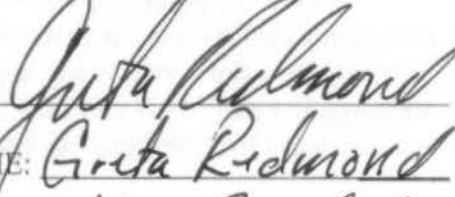
BY: 

NAME: Marty K. Lawing

TITLE: Guilford County Manager

DATE: 2-18-14

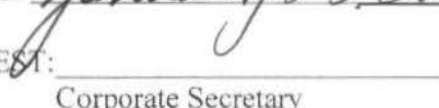
ATTEST: 
Clerk to Board

BY: 

NAME: Greta Richmond

TITLE: Vice President

DATE: January 23, 2015

ATTEST: 
Corporate Secretary

APPROVED AS TO CONTENT:


Guilford County Human Resources Director

This CONTRACT does not create financial commitment and therefore, has not been pre-audited. Purchases under this CONTRACT shall only be made pursuant to purchase orders, each of which will contain a pre-audit certificate.

 2/17/14
Guilford County Finance Director





Elaine F. Marshall
Secretary

North Carolina

**DEPARTMENT OF THE
SECRETARY OF STATE**

PO Box 29622 Raleigh, NC 27626-0622 (919)807-2000

[Account Login](#) [Register](#)

Date: 12/31/2013

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Corporation Names

Name	Name Type
NC UNITEDHEALTHCARE OF NORTH CAROLINA, INC.	LEGAL
NC PHP, INC.	PREV LEGAL
NC PHYSICIANS HEALTH PLAN OF NORTH CAROLINA, INC.	PREV LEGAL
NC UNITED HEALTHCARE OF NORTH CAROLINA, INC.	PREV LEGAL

Business Corporation Information

SOSID:	0141680
Status:	Current-Active
Effective Date:	3/12/1985
Citizenship:	DOMESTIC
State of Inc.:	NC
Duration:	PERPETUAL
Annual Report Status:	CURRENT

Registered Agent

Agent Name:	CT CORPORATION SYSTEM
Office Address:	150 FAYETTEVILLE ST., BOX 1011 RALEIGH NC 27601

Mailing Address:	150 FAYETTEVILLE ST., BOX 1011 RALEIGH NC 27601
------------------	--

Principal Office

Office Address:	3803 NORTH ELM STREET GREENSBORO NC 27455
-----------------	--

Mailing Address:	3803 NORTH ELM STREET GREENSBORO NC 27455
------------------	--

Officers

Title:	ASSISTANT SECRETARY
Name:	MICHELLE MARIE HUNTLEY DILL
Business Address:	9900 BREN RAOD EAST MINNETONKA MN 55343

Title:	PRESIDENT
--------	-----------

Name: GARLAND GREEVER SCOTT III
Business Address: 3803 NORTH ELM STREET
GREENSBORO NC 27455

Title: SECRETARY
Name: JOHN JOSEPH MATTHEWS
Business Address: 4560 GROVE PARK DRIVE
TALLAHASSEE FL 32311

Title: TREASURER
Name: ROBERT WORTH OBERRENDER
Business Address: 9900 BREN ROAD EAST
MINNETONKA MN 55343

Stock

Class	Shares	No Par Value	Par Value
COMMON	1000		0.01

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Elaine F. Marshall
Secretary

North Carolina






DEPARTMENT OF THE
SECRETARY OF STATE

PO Box 29622 Raleigh, NC 27626-0622 (919)807-2000

Account Login Register

Corporate Filings For: Unitedhealthcare of North Carolina, Inc.

Image	Date	Document Id	Event	Document
	3/12/1985	000354084	Creation Filing	INC - Articles of Incorporation
	1/15/1988	000421304	Amendment	AMND - Articles of Amendment
	1/15/1988	000421304	Amendment	AMND - Articles of Amendment
	4/14/1993	931045000	Destruction Filing	ADIS - ADM Dissolution
	12/15/1993	933490173	Amendment	CROA - Change of Address of Registered Office/Agent
	12/15/1993	933479519	Reinstatement	AREI - ADM Reinstatement
	12/15/1993	933490173	Annual Report	ANRT - Annual Report
	12/20/1993	933079022	Name Change	DNAM - Corporation Name Change (Domestic)
	6/7/1994	941580096	Annual Report	ANRT - Annual Report
	6/29/1995	951800633	Annual Report	ANRT - Annual Report
	3/29/1996	960899026	Survivor	SURV - Articles of Merger
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	10/23/1996	962979029	Name Change	NAME - Name Change Domestic
	5/5/1997	971250112	Annual Report	ANRT - Annual Report
	5/5/1997	971250111	Annual Report	ANRT - Annual Report
	3/20/1998	980791658	Annual Report	ANRT - Annual Report
	3/26/1999	990851203	Annual Report	ANRT - Annual Report
	8/27/1999	992389080	Amendment	RINC - Restated Articles of Incorporation (With Amendment Articles)
	8/27/1999	992389080	Name Change	NAME - Name Change Domestic
	10/10/2000	2000 284 29037	Annual Report	ANRT - Annual Report
	10/15/2001	2001 288 02377	Annual Report	ANRT - Annual Report
	10/28/2002	2002 301 00915	Annual Report	ANRT - Annual Report
	10/13/2003	2003 286 01392	Annual Report	ANRT - Annual Report
	10/27/2003	2003 300 00668	Annual Report	ANRT - Annual Report
	2/13/2004	2004 044 00017	Annual Report	ANRT - Annual Report
	2/13/2004	2004 044 00020	Annual Report	ANRT - Annual Report
	2/15/2006	2006 046 00087	Annual Report	ANRT - Annual Report
	12/21/2006	C200635500412	Survivor	MERG - Articles of Merger
	1/15/2007	2007 015 00009	Annual Report	ANRT - Annual Report
	10/27/2008	C200830107043	Amendment	CROA - Change of Address of Registered Office/Agent
	2/6/2009	2009 037 00037	Annual Report	ANRT - Annual Report
	1/4/2010	CA201000400143	Annual Report	ANRT - Annual Report

	10/11/2010	2010 686 01523	Suspension	SUSP - Revenue Suspension
	11/3/2010	C201030700295	Reinstatement	RNSE - Reinstatement Following Revenue Suspension In Error
	3/15/2011	CA201107403494	Annual Report	ANRT - Annual Report
	3/22/2012	CA201208200850	Annual Report	ANRT - Annual Report
	3/14/2013	CA201307304477	Annual Report	ANRT - Annual Report

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BUSINESS CORPORATION ANNUAL REPORT

E-Filed Annual Report
4760558

Do not data enter manually.

NAME OF BUSINESS CORPORATION: *Unitedhealthcare of North Carolina, Inc.*

FISCAL YEAR ENDING: *12/31/2012*

STATE OF INCORPORATION: *NC*

SECRETARY OF STATE CORPORATE ID NUMBER: *0141680*

NATURE OF BUSINESS: *Health Maintenance Organization*

REGISTERED AGENT: *CT Corporation System*

REGISTERED OFFICE MAILING ADDRESS: *150 Fayetteville St., Box 1011
Raleigh, NC 27601*

REGISTERED OFFICE STREET ADDRESS: *150 Fayetteville St., Box 1011
Raleigh, NC 27601 Wake County*

PRINCIPAL OFFICE TELEPHONE NUMBER: *(952) 936-1709*

PRINCIPAL OFFICE MAILING ADDRESS: *3803 North Elm Street
Greensboro, NC 27455*

PRINCIPAL OFFICE STREET ADDRESS: *3803 North Elm Street
Greensboro, NC 27455*

PRINCIPAL OFFICERS:

*Name: Garland Greever Scott III
Title: President
Address:
3803 North Elm Street
Greensboro, NC 27455*

*Name: John Joseph Matthews
Title: Secretary
Address:
4560 Grove Park Drive
Tallahassee, FL 32311*

*Name: Robert Worth Oberrender
Title: Treasurer
Address:
9900 Bren Road East
Minnetonka, MN 55343*

*Name: Michelle Marie Huntley Dill
Title: Assistant Secretary
Address:
9900 Bren Road East
Minnetonka, MN 55343*

CERTIFICATION OF ANNUAL REPORT MUST BE COMPLETED BY ALL BUSINESS CORPORATIONS

Michelle Marie Huntley Dill

3/14/2013

FORM MUST BE SIGNED BY AN OFFICER OF THE CORPORATION

DATE

Michelle Marie Huntley Dill

Assistant Secretary

TYPE OR PRINT NAME

TYPE OR PRINT TITLE

ANNUAL REPORT FEE: E-Paid MAIL TO: Secretary of State • Corporations Division • Post Office Box 29525 • Raleigh, NC 27626-0525



Elaine F. Marshall
Secretary

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*Name: Robert Worth Oberrender
Title: Treasurer
Address:
9900 Bren Road East
Minnetonka, MN 55343*

*Name: Michelle Marie Huntley Dill
Title: Assistant Secretary
Address:
9900 Bren Road East
Minnetonka, MN 55343*

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Michelle Marie Huntley Dill

3/14/2013

FORM MUST BE SIGNED BY AN OFFICER OF THE CORPORATION

DATE

Michelle Marie Huntley Dill

Assistant Secretary

TYPE OR PRINT NAME

TYPE OR PRINT TITLE

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