

AGREEMENT AND RELEASE

This Agreement and Release (“Agreement”) is made and effective as of September 22, 2021 (the “Effective Date”) by and between the City of Columbus, of Columbus, Ohio, through its authorized Director of the Department of Human Resources (“Client”) and United HealthCare Services, Inc., on behalf of itself and its affiliated companies (“United”), the claims administrator for certain health coverages offered by Client to its employees and their dependents under a health benefit plan (“the Plan”).

In this Agreement, Client and United may individually be referred to as “a party”, and collectively as “the parties”.

This Agreement is made with respect to an issue that arose under United’s administration of the Plan under the Administrative Services Agreement between the parties, dated as of February 1, 2020 (“the ASA”). A pharmacy audit for period February 1, 2020 through January 31, 2021 identified that between February 29, 2020 and March 2, 2020, United applied an incorrect copayment amount, resulting in overpayments by Client in the amount of One Hundred and Twenty 00/100 (\$120.00) Dollars. The issue and the indicated overpayment will hereafter be referred to as “Settlement.”

The parties each expressly acknowledge and agree that this Agreement is a compromise of disputed claims and that the terms and conditions of this Agreement are not to be construed as an admission of liability by United relative to its obligation to reimburse Client for the Settlement or to reimburse the Client for any other costs under the terms of the ASA. However, as an accommodation to the Client and to show the value of its relationship with Client, United has offered to pay, and Client has agreed to accept, \$120.00 to settle all matters regarding the Settlement.

In consideration of the mutual promises set forth in this Agreement and for other good and valuable consideration, receipt of which is acknowledged, the parties agree as follows:

1. In consideration of and expressly conditioned on each party’s performance of its obligations under this Agreement, and subject to the provisions of this Agreement, each party, by its execution of this Agreement, releases and forever discharges the other party and its respective officers, directors, parents, agents, employees, subsidiaries, affiliates, and any other entity or anyone else who could make a claim by and through it, from any and all claims, demands, actions, causes of action, and liability arising from the Settlement.
2. The parties agree that the terms and conditions of this Agreement shall be kept confidential to the extent that Ohio public disclosure laws allow. Disclosure shall be permitted only upon order of a court, governmental and/or administrative agency, or either party’s normal course of business to its legal counsel and/or auditors with a direct business need to know and who are bound by obligations of confidentiality at least as strict as those set forth herein.

3. The parties agree that United will make a payment to Client in the amount of \$120.00 in the form of a deposit by United to Client's Benefit Demand Bank Account maintained for the payment of Client Plan benefits, expenses and fees.
4. This Agreement shall be governed by the laws of the State of Ohio.
5. This Agreement contains all of the terms and conditions of, and expresses the complete and only understanding between the parties with respect to its subject matter. No change or modification to this Agreement shall be binding on either party unless it is in writing and executed by authorized representatives of both parties.
6. If any one or more of the provisions of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable and in any event, the validity and enforceability of all other provisions of this Agreement shall not be affected.
7. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and all successors to and assigns of the parties.
8. This Agreement accurately states and describes the terms agreed upon by the parties, and as such, will be construed as if the parties jointly prepared it, and any uncertainty or ambiguity shall not be construed against any one party.
9. Each party to this Agreement will bear its own costs and expenses in connection with performing its obligations under this Agreement. United shall have no responsibility whatsoever to any federal, state or local taxing authority for the tax liability, or consequences, if any, to Client arising from any payment made to Client hereunder.
10. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same document.

[SIGNATURE PAGE FOLLOWS]

ACCEPTED AND AGREED:


City of Columbus

United HealthCare Services, Inc.

Name:

Title:

Date:


Name: John Tenaglia

Title: CFO

Date: 10/4/2021