

SERVICE AGREEMENT

This Agreement is entered into by and between HINES & ASSOCIATES, INC. (hereinafter referred to as HINES) and COUNTY OF DAKOTA COUNTY (hereinafter referred to as THE GROUP),

WHEREAS, HINES desires to provide utilization review services and other services for the management of Health Care claims of the members of THE GROUP,

WHEREAS, THE GROUP desires to obtain utilization review services and other services from HINES, for the management of such Health Care claims of the members of THE GROUP,

WHEREAS, it is the purpose of this Agreement to establish a relationship whereby HINES will perform the services (hereinafter referred to as "SERVICES") as described on the Exhibits for THE GROUP,

WHEREAS, HINES warrants that it will provide the utilization review SERVICES required under this Agreement in a prompt, efficient, effective, and economic manner,

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties covenant and agree as follows:

1. SERVICES AND DEFINITIONS. See Exhibit 1 (attached and made a part hereof).

2. SCOPE OF SERVICE. HINES agrees that for the term of this Agreement as set forth in Section 3 hereof, it will provide to THE GROUP the SERVICES outlined on the Exhibits with respect to medical care proposed for eligible members of THE GROUP and for their eligible dependents (hereinafter collectively referred to as "Covered Persons"), covered under the health benefits programs established and maintained by THE GROUP. Covered Persons whose primary coverage is to be provided by another health program, Medicare or Workers' Compensation will not be included in the category of Covered Persons for which SERVICES are performed. For members whose primary coverage is not through THE GROUP, but who have eligible dependents of THE GROUP, the member must be counted in the employee count for the employee per month service fees (see Exhibits).

THE GROUP will interpret the benefit plan, maintain a list of eligible employees and dependents, as well as pay the Health Care claims.

HINES will make recommendations to THE GROUP on the medical necessity and/or appropriateness of Health Care SERVICES provided or proposed to be provided as defined by and in accordance with those SERVICES that require precertification as listed on the Exhibits. HINES and THE GROUP agree that only THE GROUP will make the final determination as to payment or the denial of payment of any claim and/or authorization for delivery of any Health Care SERVICES.

3. TERM AND TERMINATION. This Agreement shall be for a term of one year from the effective date of March 1, 2022 and shall automatically renew for twelve month periods thereafter with sixty (60) days notice of any pricing changes. Either party may terminate this Agreement at any time after the initial year by giving written notice to the other party at least thirty (30) days before the date of termination, which date shall be specified in the notice.

Either party may terminate this Agreement in the event of a material default, other than a failure to pay by the other party. Such termination shall be effective thirty (30) days after written notice specifying the default has been given to the defaulting party, unless the default has been cured before the end of the thirty (30) day period.

This Agreement may be terminated immediately by HINES for failure to receive payment from THE GROUP within thirty (30) days of its due dates set forth in Section 8 of this Agreement, except said failure to pay must be in writing delivered to the parties described in Section 14 and THE GROUP shall be given ten (10) working days notice from the date of default to cure any default in payment. A dispute as to the number of participants eligible shall not in and of itself be the basis for termination.

4. NOTICE OF DETERMINATION AND CONTACT. HINES agrees to contact THE GROUP or THE CLAIM PAYER designee, the patient, the patient's physician, and/or the hospital regarding HINES' recommendations on the medical necessity and/or appropriateness of Health Care SERVICES provided or to be provided to the Covered Persons for SERVICES under the utilization review program.

5. PROFESSIONAL SERVICES. HINES agrees to secure or provide the services of licensed physicians as reasonably required to act in the capacity of advisors or consultants to assist in making review determinations.

HINES agrees to provide a telephonic answering system to be utilized during non-business hours, holidays and other closed office situations according to the guidelines of the Utilization Review Accreditation Commission (URAC), also known as the American Accreditation Health Care Commission, Inc.

HINES will maintain any applicable state licensures and conform to all applicable laws in all applicable jurisdictions. HINES will notify THE CLAIM PAYER and THE GROUP within thirty (30) days in the event its license in the applicable jurisdiction is relinquished or revoked.

6. INSURANCE COVERAGE AND ELIGIBILITY. HINES will provide written or verbal notification that HINES is certifying medical necessity and does not guarantee eligibility, benefit coverage, or payment. Payment will be based on THE CLAIM PAYER's review to determine eligibility and availability of benefits at the time SERVICES are rendered. All questions regarding claim issues are referred to THE CLAIM PAYER. HINES shall have no legal liability or financial responsibility in connection with claim payment or denial decisions by THE CLAIM PAYER or THE GROUP. HINES also has no legal liability or financial responsibility in connection with provider network contracts or stop loss or reinsurance contracts, disclosures, or reimbursements.

7. REPORTS. HINES will provide THE GROUP with electronic reports of its activities under this Agreement as outlined in the Exhibits and in compliance with HIPAA guidelines. Reports do not imply that HINES assumes any responsibility for stop loss or reinsurance disclosures. HINES price estimations for current or future medical services are estimations only based on possible service utilization or condition changes.

HINES agrees to provide THE GROUP with HINES' standard reports, in compliance with HIPAA guidelines, and will customize the form if possible under the existing program. Ad hoc reporting fees may apply.

8. FEES AND PAYMENT. THE GROUP shall abide by the terms of the Exhibits hereto and this section. THE GROUP shall pay HINES a fee in the amount shown in the Exhibits (attached and made a part hereof) for the SERVICES. Fees specified on the Exhibits will remain in effect for the time period specified in Section 3 of the contract, thereafter to be negotiated upon renewal. If THE GROUP requests SERVICES or negotiations by HINES and later chooses not to use the information obtained by HINES, the time spent by HINES is still payable by THE GROUP. THE GROUP will pay HINES within thirty (30) days of the invoice date for SERVICES already rendered. HINES also has no legal liability or financial responsibility in connection with provider network contracts or stop loss or reinsurance contracts, disclosures, or reimbursements. HINES does not guarantee that attempts to negotiate billed charges with a provider of medical services will be successful and only negotiation letters with sign-off by the provider will indicate a completed negotiation accepted by THE GROUP or designate.

By the 10th day of each month, HINES shall invoice THE GROUP for the SERVICES provided by Hines to THE GROUP during the prior month. Payment is due in full by THE GROUP within 30 days of the invoice date. Any payment more than ten (10) days past due shall accrue interest until paid in the amount of one percent (1%) per month. THE GROUP agrees to pay all interest, collection costs and expenses, including reasonable attorney's fees, incurred by HINES in collecting or attempting to collect such past due amounts.

THE GROUP agrees to comply with its payment obligations in connection with this SERVICE AGREEMENT and the applicable Exhibits.

9. ACCESS TO RECORDS AND ASSISTANCE. HINES agrees that during normal business hours, THE CLAIM PAYER shall have access to and the right of examination of records, which relate to any SERVICES provided to THE GROUP under this Agreement. Such access and right of examination shall continue to be provided to THE CLAIM PAYER for a period of six (6) months following the termination of the Agreement and consistent with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any amendments as dictated by federal law.

HINES will, upon request of THE GROUP, provide reasonable assistance to THE GROUP or patient in the event legal action is brought to collect amounts which are billed for medical SERVICE(S) rendered following a HINES' determination and notice (as specified in Section 4 of the Agreement) that the SERVICE(S) was not medically necessary and/or not appropriate. HINES will:

a. Provide access to HINES' review records relating to SERVICES provided under this Agreement, which are directly related to the subject matter of the litigation.

b. Make available the appropriate HINES' employee(s) to comment regarding the basis upon which the determination was made that the rendered SERVICE was not medically necessary and/or appropriate.

c. Make available, at THE GROUP'S expense, the appropriate physician advisor or consultant, to comment regarding the basis upon which the determination was made that the rendered SERVICE was not medically necessary and/or appropriate. HINES and its physician advisors and consultants will be reimbursed by THE GROUP in connection with such litigation assistance for reasonable out-of-pocket expenses incurred for travel lodging, meals of employees, physician advisors, and consultants.

10. EXTERNAL APPEALS. If an external appeal is requested, HINES will cooperate with THE CLAIM PAYER regarding release of information necessary to conduct this level of peer review. HINES will not pay the cost of the external appeal but will assist THE CLAIM PAYER in locating the external review organization.

11. COMMUNICATIONS AND CONFIDENTIALITY. Any communications relating to HINES' SERVICES under this Agreement prepared for distribution by HINES or THE GROUP to any person or entity, including physicians, Covered Persons, or to the general public will be released only after consultation between HINES and THE GROUP and only in accordance with applicable state and federal law governing the confidentiality of patient medical records. Upon mutual agreement HINES or THE GROUP may communicate with Covered Persons, physicians, and hospitals regarding review decisions or the review mechanisms to be utilized or modified under this Agreement and in accordance with HIPAA and any amendments as dictated by federal law.

The data furnished in accordance with this Agreement is Confidential Information and any use, furnishing, disclosure, publication, or revealing in any way by either party of Confidential Information furnished under the terms of this Agreement to any person, organization, firm, or government agency contrary to law or to the provisions of this Agreement shall obligate the party failing to maintain the confidentiality of Confidential Information to indemnify and hold harmless the other party from any claim, injury, damage, liability, judgment, or expense arising from that party's failure to maintain the confidentiality of said Confidential Information occurring during the term of this Agreement or thereafter, except to the extent any such loss or damage was caused or contributed to by the party seeking indemnity.

In the event either party is served with a subpoena, request for production of documents or similar legal process relating to review decisions or the review mechanisms to be utilized or modified under this Agreement, such party shall promptly notify the other party of the service of such process so that such other party may determine whether any Confidential Information is or may be included in materials sought by such subpoena, request or process. Such party may at its own expense, take such legal action, as it deems necessary to preserve the confidentiality of its data or information.

12. INDEMNITY. HINES shall be solely liable for all of its review decisions and those of its employees, agents or other representatives or designees. HINES will provide its own policy of liability insurance with a minimum three million (\$3,000,000.00) dollar coverage. THE GROUP shall be solely liable for all of THE GROUP'S payments, claim payment decisions, and eligibility and coverage determinations, and those of its employees, agents or other representatives or designees.

THE GROUP shall indemnify and hold harmless HINES, its directors, officers, agents and employees for any and all claims, injury, damage, liability, judgment and expenses, including any reasonable attorney fees and expenses, arising out of a HINES' determination of the absence of medical necessity or appropriateness of SERVICES unless the determination is attributable in whole or in substantial part to an error, omission, or negligent act of HINES, its agents, employees, or other representatives or designees.

HINES shall indemnify and hold harmless THE GROUP and its directors, agents, officers or employees from and defend against any and all claims, lawsuits, judgments, settlements, and expenses, including reasonable attorney's fees, caused by the negligence or willful misconduct of HINES.

Where HINES is named a nominal defendant, in a proceeding wherein the issues concern coverage or eligibility for benefits under THE GROUP'S benefit plan, THE GROUP shall defend HINES without cost to HINES, and/or indemnify HINES for any and all costs incurred by HINES in defending the action, including without limitation attorneys' fees. Notwithstanding this provision, the tender of the defense of this matter shall not include any authority to settle the matter without the express written consent of HINES.

It shall be the responsibility of THE GROUP and/or THE CLAIM PAYER, to select services that reflect the requirements of the benefit plan and any other parties, such as stop loss.

It shall be the responsibility of the Plan Sponsor or designee to notify HINES of the Plan grandfather status, and of any changes to the grandfather status or contribution rates at least 30 days in advance.

Carve-Out Services: In the event that THE GROUP contracts with a third party vendor to perform a subset of utilization review and other health care management services ("Carved-Out Services") similar or substantially similar to those services identified in Exhibit 1, HINES shall have no legal liability or financial responsibility in connection with the determinations of the third party vendor ("CARVED-OUT SERVICES VENDOR"). In addition, THE GROUP shall indemnify and hold harmless HINES, its directors, officers, agents and employees for any and all claims, injury, damage, liability, judgment and expenses, including any reasonable attorney fees and expenses, arising out THE GROUP'S contract with the CARVED-OUT SERVICES VENDOR.

13. LIMITED LICENSE AGREEMENT; CONFIDENTIALITY.

a. During the term of this Agreement, HINES may convey or deliver to THE GROUP certain software, policies, procedures, checklists, technologies, processes and operations, studies, summaries, notes, data and other proprietary information pertaining to HINES and the SERVICES (collectively "Proprietary Information"). All Proprietary Information shall remain the sole property of HINES.

b. Subject to the terms and conditions of this Agreement, HINES hereby grants to THE GROUP a nonexclusive, revocable license, with no rights to grant sublicenses, to use the Proprietary Information for the sole purpose of verifying THE GROUP'S compliance with applicable law and for no other purpose. The license shall immediately terminate upon the termination of this Agreement. THE GROUP shall not, without the prior written consent of HINES, disclose by itself or through any of its employees or representatives ("Representatives") any Proprietary Information to any third party.

c. THE GROUP shall take all reasonable steps to safeguard and protect the Proprietary Information from any theft, loss, unauthorized access, unauthorized use or disclosure and accord it at least the same degree of confidential and proprietary treatment as THE GROUP gives its own confidential and proprietary information. Unless otherwise required by law, THE GROUP will disclose Proprietary Information only to those of its Representatives on a need-to-know basis and will notify its Representatives who are provided any of the Proprietary Information or who may otherwise have occasion to view, handle, or obtain any of the Proprietary Information, of the terms of this Agreement and their obligation to comply with each of them.

d. In the event that THE GROUP or any of its Representatives is requested or required pursuant to legal process to disclose any Proprietary Information, it is agreed that THE GROUP will provide HINES with prompt written notice of such request so that HINES may, at HINES' option and its own expense, seek an appropriate protective order, written waiver in respect of compliance with this Agreement, or other remedy to assure that the Proprietary Information will be accorded confidential treatment.

If HINES fails to seek such protective order or waiver within thirty (30) days of written notice from THE GROUP under this subparagraph (d), or HINES fails to otherwise promptly pursue such protective order and obtain such a protective order prior to the date THE GROUP is legally compelled or required to disclose the Proprietary Information, then THE GROUP may disclose that portion of the Proprietary Information which it is required or compelled to disclose.

e. Immediately prior to the termination of this Agreement or at any time upon written request of HINES, THE GROUP shall promptly return or destroy, as directed by HINES all Proprietary Information, including all copies thereof in possession of THE GROUP or any of its employees or legal representatives. Upon the request of HINES, THE GROUP shall furnish to HINES a signed affidavit providing assurances as to the return or destruction of the Proprietary Information. Information which is held in electronic form shall be deemed destroyed when deleted from local hard drives so long as no attempt is made to recover such information from backup tapes, servers, or other sources.

f. It is agreed that money damages would not be a sufficient remedy for any breach of the obligations under this Section 13 of this Agreement by THE GROUP or by any of its Representatives. Accordingly, HINES shall be entitled to seek specific performance, injunctive relief, or any other forms of equitable relief as a remedy for any breach of this Agreement by THE GROUP or its Representatives; provided however, that such remedy(ies) shall not be deemed to be the exclusive remedy(ies) for a breach of the obligations under this Section 13 of this Agreement, but shall be in addition to all other remedies available at law or equity. In the event of litigation relating to the obligations under this Section 13 of this Agreement and if HINES prevails, HINES shall be entitled to recover from THE GROUP HINES' reasonable attorneys' fees and costs (whether incurred before or in litigation and upon appeal).

g. Notwithstanding any provision to the contrary, the provisions of this Sections 13 shall survive the termination of this Agreement.

14. MISCELLANEOUS. The following miscellaneous terms shall apply to this Agreement:

a. This Agreement shall be governed in all respects by the laws of the State of Illinois, except to the extent that federal law applies.

b. HINES shall not enter into an incentive payment provision contained in a written contract or any other type of Agreement with a Health Care provider that is based on reimbursement or refund for the SERVICE performed.

c. In the event any provision of this Agreement conflicts with law or if any provision shall be held illegal or unenforceable or partially illegal or unenforceable by a court with jurisdiction over the parties to this Agreement, then such provision shall be construed and enforced to such extent as it may be a legal and enforceable provision, and all other provisions of this Agreement shall be given effect separately therefrom and shall not be affected thereby.

d. The terms of the Agreement, including its Exhibits constitute the entire Agreement between HINES and THE GROUP. This Agreement, including its Exhibits supersedes all prior communications, representations, or Agreements, verbal or written, between HINES and THE GROUP with respect to the subject matter thereof.

e. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be assigned by either party without the written consent of the other.

f. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

g. All notices required or permitted shall be sent certified, courier service or personal service delivery mail with return receipt requested and postage prepaid to:

Steve McClung, Chief Executive Officer
HINES & ASSOCIATES, INC.
14 North Riverside Avenue
St. Charles, IL 60174

and/or

Name: _____, Title: _____
COUNTY OF DAKOTA COUNTY
1601 Broadway Street
Dakota City, NE 68731

or addresses subsequently furnished in accordance with the terms thereof. All notices will be deemed effective upon receipt.

h. The provisions of section 9, 10, 11, 12, 13 and 14 shall survive the termination of this Agreement.

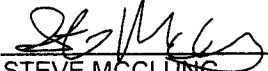
IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement as of the day and year written below.

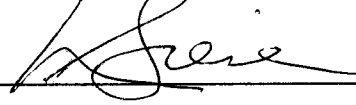
DATED: 01/02/2022

DATED: 03/21/2022

HINES & ASSOCIATES, INC.

COUNTY OF DAKOTA COUNTY

BY: 
STEVE MCCLUNG
Chief Executive Officer

BY: 
NAME: Robert J. Giese
Title: Board Chair