



**UnitedHealth AlliesSM
GROUP APPLICATION**

SECTION A (To Be Completed by the Client or Broker)

Group Information

Group Name: _____
 Group Contact Name: _____ Title: _____
 Address: _____
 City: _____ State: _____ ZIP: _____
 Phone: _____ Fax: _____
 Email: _____ Web site: _____
 Billing contact: _____ Phone: _____

If your company has multiple locations, please attach a spreadsheet or file.

Program Information

Program Level	Participation	Contribution Level	Number Initial Employees	Monthly Per-Member Fee
<input type="checkbox"/> UnitedHealth Allies Available only in conjunction with a UnitedHealthcare medical plan.	<input type="checkbox"/> Mandatory	100% employer paid		\$ 4.00
	Available for groups greater than 1,000 lives <input type="checkbox"/> Voluntary	<input type="checkbox"/> Shared Contribution _____% employer paid		\$ 4.00
<input type="checkbox"/> UnitedHealth Allies Enhanced Can be sold with or without UnitedHealthcare medical plan. If sold with UnitedHealthcare medical, only ineligible employees for medical can participate.	<input type="checkbox"/> Mandatory	100% employer paid		\$ 8.00
	Available for groups greater than 1,000 lives <input type="checkbox"/> Voluntary	<input type="checkbox"/> Shared Contribution _____% employer paid		\$ 8.00
<input type="checkbox"/> UnitedHealth Allies Custom Available only for groups greater than 1,000 lives.				

Program Level Description:
 UnitedHealth Allies: Vision, Dental, Wellness, Alternative Care, Long-Term Care, Infertility, Hearing
 UnitedHealth Allies Enhanced: All above networks *plus* General Medicine, Hospitals, Pharmacy, and Behavioral Health
 Custom (*Describe*): _____

Enrollment Method:

- Electronic, using HealthAllies' standard File Specification format (*Preferred method*)
- Excel spreadsheet, using HealthAllies' specified Excel format
- Paper – *Please collect data and compile Excel spreadsheet before submitting to HealthAllies*

Contract Effective Start Date: _____

Authorized Group Signature

Signature: _____ Date: _____
 Title: _____

Consultant/Broker Information

Consultant/Broker Name: _____
 Office and Location: _____
 Phone: _____ Fax: _____
 Email: _____ Tax ID: _____

SECTION B (To Be Completed by the UnitedHealthcare Sales Representative)

Client Type: Small Group Key Account UnitedHealthcare Medical Plans & Number: _____
 UnitedHealthcare Sales Representative Name: _____ Employee ID _____
 Employee Counts: Number Eligible for Medical Plan: _____ Number Ineligible for Medical Plan: _____



CLIENT AGREEMENT

This Agreement ("Agreement") is entered into by and between _____, a _____ Corporation ("Client"), and HealthAllies, Inc., effective as of _____, ("Effective Date").

1. RECITALS

- 1.1 Health Allies has contracted for selected health care providers ("Service Providers") to provide certain services to HealthAllies users at specified preferred rates.
- 1.2 HealthAllies has arranged for a proprietary call center, technology and services that can be utilized to facilitate access by the Client's employees to health care services and facilities provided by Service Providers.
- 1.3 Client desires to utilize the call center, technology, and services, and to permit its employees to purchase health care services (together the "Program") from the Service Providers.

2. SERVICES PROVIDED BY HEALTHALLIES

- 2.1 General Services. HealthAllies has arranged for services designed to facilitate the provision of health care services by contracted Service Providers to Client's Employees (the "Employees").
 - a. HealthAllies has arranged for a Web site(s) with the functionality set forth in Section 2.2 herein (the "Web site") for the use of Employees.
 - b. HealthAllies will provide or arrange for the hosting, maintenance and technical support with respect to the Web site. HealthAllies shall provide or arrange for upgrades to the Web site from time to time.
 - c. To support the Services provided or arranged for by HealthAllies to Client under this Agreement, HealthAllies will establish and maintain or arrange for the establishment and maintenance of a toll-free telephone number ("Telephone Support"). HealthAllies will provide or arrange for Telephone Support during normal business hours. Telephone Support will be available to Employees calling during normal business hours.
 - d. HealthAllies shall provide or shall arrange to provide to Client enrollment materials for use in employee enrollment meetings for distribution to the Employees.
 - e. HealthAllies shall provide, or shall arrange to provide a card ("Membership Card"), to each Employee who is enrolled through an employee list from Client. The Membership Card will bear the Employee's name, unique membership number, the HealthAllies corporate logo, and other service provider network identifying symbols, as applicable. The Membership packet shall contain additional terms and conditions regarding use of the Program by Employees.
 - f. The Program shall also be made available to an Employee's spouse or domestic partner and dependents.
- 2.2 The Web site. The Web site shall include but not be limited to the following:
 - a. Accessibility to Employees via the Internet.
 - b. Incorporation of a search engine that allows Employees to search for Service Providers by a variety of criteria, including but not limited to name, location and specialty.
 - c. Information regarding (i) Service Providers, such as contact information, education data, and/or rate information as applicable, and (ii) other topics as determined by HealthAllies.

3. FEES AND PAYMENT TERMS

As its compensation for the Services, HealthAllies shall receive a monthly fee based upon the number of enrolled Employees in consideration for the Program, payable within fifteen (15) business days following the beginning of the month to which such Services relate.

The amounts of all fees, the number of initial Employees, Services and the commencement date are set forth in the attached Application.

4. TERM AND TERMINATION

4.1 The term of this Agreement shall be one (1) year from the Effective Date and shall automatically renew for subsequent one (1) year terms on the anniversary date (the "Renewal Date") unless either party decides to terminate the Agreement with ninety (90) days notice prior to the Renewal Date.

4.2 This Agreement shall terminate upon the following events:

- a. Upon the dissolution or bankruptcy of either party; or
- b. A material breach or material default of the terms and conditions of this Agreement upon written notice of the breach or default by the non-breaching party pursuant to Section 4.3 below.

4.3 In the event of a material breach or a material default of this Agreement by either party, the non-breaching party shall give notice of the breach or default to the breaching party. The breaching party will be given forty-five (45) days to correct any breach. If the breach is not corrected within forty-five (45) days of the notice of the breach, the Agreement may be terminated immediately by the non-breaching party.

4.4 Upon termination, Client's Employees shall no longer be eligible to participate in the Program and Client shall immediately communicate to all participating Employees the termination of the Program.

5. CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY OWNERSHIP

5.1 a. Privacy. HealthAllies and Client agree that each shall strictly comply with the provisions of any laws and regulations requiring confidential treatment of information and records determined to be non-public personal information under such laws and regulations, including, without limitation, the Gramm-Leach-Bliley Act, any other federal and state privacy laws, and HealthAllies's written privacy policy.

b. Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule.

HealthAllies and Client agree that certain information relating to Services provided to Employees under this Agreement is protected under the HIPAA Privacy Rule and further agree that any Protected Health Information (PHI) that comes into the possession or general custody of either HealthAllies or Client shall be treated as private information pursuant to the HIPAA Privacy Rule.

5.2 HealthAllies will at no time sell, share, trade, or disclose any personal information given to HealthAllies by Client. HealthAllies will not disclose any information that identifies individual users nor will HealthAllies share any personal information about HealthAllies' users.

5.3 Client agrees to provide to HealthAllies all information or other data that is necessary for HealthAllies to provide or arrange to have provided the Services in the manner described in this Agreement as mutually agreed on. All data and records developed by HealthAllies in connection with the Services pursuant to this Agreement shall constitute, and remain, property of HealthAllies.

5.4 Client agrees that all products and services provided under this Agreement are the property of HealthAllies, and Client shall have no right to use any such intellectual property except as specifically permitted in this Agreement.

5.5 Each party shall own and retain all right, title and interest in and to its own trade marks, copyrighted materials, trade names, its Web site and its own content on the Web site and any other of its proprietary intellectual property.

6. WARRANTIES; REPRESENTATIONS AND OBLIGATIONS

6.1 HealthAllies:

a. HealthAllies represents and warrants that it has the legal right to enter into this Agreement and perform its obligations hereunder and that the performance of its obligations and delivery of the Program to Client will not violate any applicable U.S. laws or regulations, or cause a breach of any agreements with any third parties. In the event of a breach of the warranties set forth in this section 6.1, Client's sole remedy is termination pursuant to section 4 of this Agreement.

b. HealthAllies represents that the Program will substantially conform to the Program set forth in Section 2 of this Agreement.

6.2 Client:

a. Client represents and warrants that it has the legal right to enter into this Agreement and perform its obligations hereunder; that Client will use the Program only in accordance with this Agreement.

- b. Client may only offer the Program to those who qualify under section 2.1(f) of this Agreement.
- c. Client must maintain the confidentiality of their respective user names and passwords.

7. GENERAL PROVISIONS

- 7.1 Indemnification By HealthAllies. Client shall not be responsible for, and HealthAllies shall indemnify and hold Client harmless from any and all claims, demands, losses, liabilities, damages, costs and expenses, including attorney's fees, incurred by Client resulting from or arising out of any acts or omissions of HealthAllies or of any employee, agent or representative of HealthAllies in its performance under this Agreement.
- 7.2 Indemnification By Client. HealthAllies shall not be responsible for, and Client shall indemnify and hold HealthAllies harmless from any and all claims, demands, losses, liabilities, damages, costs and expenses, including attorney's fees, incurred by HealthAllies resulting from or arising out of any acts or omissions of Client or of any of its providers, or of any employee, agent or representative of Client or any of its providers.
- 7.3 Independent Contractor Arrangement. The parties agree that this Agreement is intended to cause HealthAllies to solely be an independent contractor with respect to Client, and that nothing contained herein shall be construed to create the relationship of Client and employee, or principal and agent, as and between Client, and HealthAllies.
- 7.4 Waiver. Failure of the either HealthAllies or Client to promptly declare a default for breach of any of the terms and conditions of this Agreement shall not be construed as a waiver of any of such terms and conditions, nor stop either party from thereafter demanding full and complete compliance therewith.
- 7.5 Entire Agreement. This Agreement, together with exhibits, if any, contains the entire agreement and supersedes any and all prior agreements between the parties, whether oral or written, with respect to the subject matter of this Agreement.
- 7.6 Assignment. Neither party shall be permitted to assign its rights or obligations under this agreement without the prior written consent of the other party.
- 7.7 Severable Provisions. The provisions of this Agreement are severable. If one or more provisions are determined to be judicially unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.
- 7.8 Force Majeure. A party will not be deemed to have materially breached this Agreement to the extent that performance of its obligations are delayed or prevented by reason of an Act of God, act of civil or military authority, war, criminal act, fire, explosion, earthquake, flood, weather condition, power failure, labor problem, or any other cause beyond the party's reasonable control (a "Force Majeure Event"). The party whose performance of the Agreement is prevented or delayed must promptly notify the other party of the nature of the Force Majeure event. In the event the non-performing party is unable to resume substantial performance of its obligations under this Agreement within fifteen (15) business days after the Force Majeure event, the other party may terminate this Agreement immediately upon written notice to the non-performing party.
- 7.9 Notices. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing, postage prepaid, and shall be sent by certified mail, return receipt requested, to the address or addresses of the other party listed below. Notice shall be effective upon actual receipt.
- 7.10 Amendment. This Agreement may not be changed or modified orally, but may only be changed or modified by a written Agreement signed by the party against whom enforcement of any such change or modification is sought.
- 7.11 Insurance. HealthAllies shall secure and maintain or self-insure insurance coverage for errors and omissions in an amount that is no less than two million dollars (\$2,000,000.00) per occurrence.

HealthAllies:

By: _____
 Print Name: _____
 Title: _____
 Date _____

Client:

By: _____
 Print Name: _____
 Title: _____
 Date _____

Address for Notices:

HealthAllies:

HealthAllies

P.O. Box 10340

Glendale, CA 91209

Phone: 1-800-426-2559

Fax: 818-502-1138

Client:

Phone: _____

Fax: _____