

## FUNDING AGREEMENT

This Funding Agreement (the “Agreement”) is made as of August 11, 2024 (the “Effective Date”) between **United HealthCare Services, Inc.**, a Minnesota corporation with offices at 9900 Bren Road East, Minnetonka, MN 55343 (“United”), on behalf of itself and its Affiliates; and **Northern Nevada Public Health**, a public health department with offices at 1001 E. 9<sup>th</sup> Street, Reno, NV 89512 (the “Recipient”).

For purposes of this Agreement, “Affiliate” means any entity directly or indirectly controlled by, controlling, or under common control with United, “Party” means each of United and the Recipient, and “Parties” means United and the Recipient.

**WHEREAS**, in alignment with United’s mission, United seeks to bring positive changes in the delivery of healthcare and population health through supporting projects to increase vaccination rates;

**WHEREAS**, the Recipient is a public health department serving the Cities of Reno, Sparks, and Washoe County and its Immunization Program aims to ensure the communities it serves are vaccinated against a variety of communicable diseases, focusing on vaccinating those who are uninsured or underinsured; and

**WHEREAS**, United desires to provide funding to the Recipient for the Recipient’s project described below.

**NOW THEREFORE**, in consideration of the foregoing, and of the mutual promises and covenants contained herein, the Parties agree as follows:

- 1. Funding.** United shall provide a one-time, nonrefundable payment of \$50,000.00 (the “Funds”) to the Recipient upon execution of this Agreement by both Parties.
- 2. Use of Proceeds.** The Recipient shall use the Funds to purchase adult doses of COVID-19 vaccines and administer those vaccines free of charge to uninsured and underinsured adults.
- 3. Prohibitions.** United and the Recipient agree that payment of the Funds to the Recipient is made voluntarily in support of the project described herein and in no way is intended as an incentive for referrals of federal healthcare program business. United and the Recipient agree that the benefit of the Funds, and any services the Recipient provides using the Funds, shall not be restricted to the use by or benefit of United members. In addition, the Recipient agrees not to seek payment in any form, directly or indirectly, from a federal health care program, including but not limited to Medicare or Medicaid, for items or services covered by this Agreement, except as otherwise permitted by 42 C.F.R. § 1001.952.
- 4. Reporting.** The Recipient agrees to track use of the Funds and provide reports reasonably requested by United on the form or in the manner specified by United. The Recipient will not include any individually identifiable health information as defined under the provisions of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (“HIPAA”) in the reporting.
- 5. Recipient Tax Status:** The Recipient represents that it is an organization that is exempt from tax and its status has been duly confirmed by one or more operative Internal Revenue Service rulings or determination letters.

- 6. Books and Records.** The Recipient shall maintain complete records of receipts and expenditures and shall account separately for the Funds and income thereon. Records of expenditures, as well as copies of the reports submitted to United, shall be kept for at least four (4) years after completion of the use of all the Funds. The Recipient's books and records shall be available to United and its representatives for inspection and copying at all reasonable times.
- 7. Confidentiality.**
- (a) Each Party hereto shall keep confidential all information it may acquire or otherwise receive in connection with the other's business, business practices, programs, systems, processes, procedures, events, sponsors, donors, constituents, data, and other information not known to the public (collectively "Confidential Information"). To the extent practicable, all Confidential Information will be marked and identified in writing as "Confidential" at the time of disclosure provided that any information disclosed that is not marked and identified in writing as "Confidential" will still be considered Confidential Information if it would generally be understood by a person exercising reasonable business judgment to be confidential. The receiving Party shall safeguard any Confidential Information or other property of the disclosing Party that is in the receiving Party's custody or control, and shall ensure that the Confidential Information is only used for the purposes of fulfilling the express obligations set forth under this Agreement. Specifically excepted from this definition is all information: (i) known by the receiving Party at the time of disclosure; (ii) publicly disclosed except by breach of this Agreement; (iii) rightfully received by the receiving Party from a third party without an express obligation of confidence; (iv) independently developed by the employees or agents of either Party without use of or reliance upon the confidential information provided by the other Party; or (v) required to be disclosed pursuant to any judicial or government request, requirement or order, provided that the Party so required to disclose takes reasonable steps to provide the other Party with sufficient prior notice in order to allow that Party to contest such request, requirement or order.
- (b) This Agreement does not authorize the disclosure of protected health information (i.e., any information that would be termed "protected health information" under HIPAA). Any disclosure of protected health information between the Parties will require the execution of a separate agreement (or appropriate amendments to this Agreement) and the implementation of appropriate security measures, as required by law and applicable United policies. Notwithstanding the foregoing, if any protected health information is disclosed under this Agreement (including incidental disclosures), such information will be deemed to be Confidential Information and the receiving Party will: (i) promptly alert the disclosing Party of such disclosure, (ii) promptly return such information to the disclosing Party and destroy all copies of such information in the receiving Party's possession, and (iii) at all times treat such information as if it is Confidential Information and in compliance with all applicable laws.
- (c) Recipient agrees that if any data captured by Recipient in connection with Recipient's use of the Funds is "protected health information" under HIPAA or any other federal, state, or local law or regulation, Recipient will maintain and use all data captured by Recipient only in compliance with such laws or regulations.
- (d) The Parties' obligations under this Section 7 shall survive the termination of this Agreement.

**8. Copyrights.** Reports, books, articles, software, videos or other material resulting from the project funded by this Agreement may be copyrighted by the Recipient or by the author, with the goal of obtaining the widest dissemination of such materials, provided no Confidential Information of United is included in such materials and subject to the restrictions in Section 9(b). The Recipient agrees that third party use of such material copyrighted by the Recipient shall be freely granted upon request. The Recipient grants United a royalty-free, perpetual, irrevocable, non-exclusive license to use such reports, books, articles, software, videos or other material resulting from this Agreement for non-commercial uses consistent with its mission.

**9. Use of Name and Publicity.**

(a) The Recipient agrees that United may publicly disclose or announce its funding to the Recipient.

(b) In accordance with the UnitedHealth Group, Inc. Non-Endorsement Policy, the Recipient will not have any right to use the names, logos, trademarks, trade names, or other marks of United or any of its Affiliates, including in connection with any advertising, sales promotions, press releases and other publicity matters. Only with United's prior written consent may the Recipient publicly disclose the funding from United provided that the Recipient has obtained United's written approval of any and all publication or mention of United, including approval of the wording used to describe United, use of United's name or mark(s), and the description of the programs and the nature of the funding commitment.

**10. Limited Liability and Indemnification.**

(a) The Recipient acknowledges and agrees that the funding provided under this Agreement is a one-time funding and in no way obligates United to provide future funding or support whatsoever, monetarily or otherwise. Should any claim, cause of action or other obligation or liability arise due to the Recipient's use of the Funds or the programs or projects supported by the Funds, the Parties acknowledge and agree that United shall not be held liable or named as a party to any such claim or action.

(b) The Recipient shall indemnify and hold United harmless from and against any and all liabilities, including but not limited to losses, penalties, fines, costs, damages, claims, causes of action, judgments, and expenses (including reasonable attorney's fees and court costs) caused by the Recipient's (i) material breach of this Agreement, including, but not limited to, any use or disclosure of Confidential Information or protected health information not permitted under this Agreement; (ii) willful misconduct or reckless or grossly negligent acts or omissions related to or in connection with performance under this Agreement; or (iii) violation of applicable law. The Recipient will not waive and intends to assert available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability shall not be subject to punitive damages.

(c) The Parties' obligations under this Section 10 shall survive the termination of this Agreement.

**11. Relationship of the Parties.**

- (a) Nothing contained herein shall be construed in any way to create a joint venture, partnership, agency or other similar relationship between United and the Recipient, and it is the specific intent of the Parties that no such relationship be established hereby. Neither of the Parties shall have any express or implied right or authority to assume or create any obligations on behalf, or in the name, of the other Party, or to bind the other Party to any contract, agreement, or undertaking with any third party.
- (b) The Parties hereto agree that this Agreement does not restrict (i) the Recipient's ability, if it chooses, to enter into agreements with other providers or suppliers of comparable goods, items, or services, or with other lenders or donors and (ii) the Recipient from referring patients to any individual or entity, nor does it require the Recipient to refer patients to a particular individual or entity.
- (c) The benefits of this Agreement are available to any patient, as determined by the Recipient, regardless of a patient's status or ability to pay.

**12. Agreement Term and Termination.** This Agreement shall commence and be effective as of the Effective Date and shall continue until the later of (a) the one year anniversary of the Effective Date or (b) the date the use of the Funds has been completed and the Recipient has satisfied all of its reporting obligations to United, unless earlier terminated by either Party if the other Party materially breaches or defaults on any of the provisions of this Agreement, and such breach is not cured within thirty (30) days after the breaching Party receives written notice.

**13. Amendment.** Amendments to and modifications of this Agreement must be in writing and signed by both Parties.

**14. Notices.** Notices under this Agreement must be given in writing to the applicable address set forth in the preamble to this Agreement. A Party may change its address for receipt of notice by giving written notice to the other Party. Notices must be sent via overnight courier or certified first class and will be effective one business day following receipt.

**15. No Third-Party Rights, No Assignment.** Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties and their respective successors and permitted assigns. Neither Party may assign this Agreement without the prior written consent of the other Party, except that United may assign this Agreement to an Affiliate.

**16. Governing Law.** This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with and governed by the laws of the State of Nevada, excluding its conflict of laws principles.

**17. Entire Agreement.** This Agreement sets forth the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter hereof.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives in one or more counterparts, each of which will be deemed an original, effective as of the Effective Date.

**UNITED HEALTHCARE SERVICES, INC.**

By: Joe Fu  
*Joe Fu*  
Joe Fu (09/25/2024 16:17 PDT)

Name: Joe Fu

Title: Plan President and CE

**NORTHERN NEVADA PUBLIC HEALTH**

By: *Chad Kingsley*

Name: Chad Kingsley

Title: District Health Officer