

**EIGHTH AMENDMENT
TO
GROUP INSURANCE POLICY NO. 30502-G
IN EFFECT FOR
THE STATE OF NEW YORK**

THIS EIGHTH AMENDMENT (the "Amendment") is entered into by the NEW YORK STATE DEPARTMENT OF CIVIL SERVICE ("DCS" or "Department" or "Employer") on behalf of the STATE OF NEW YORK and UNITED HEALTHCARE INSURANCE COMPANY OF NEW YORK, (the "Insurance Company") referred to collectively as "the Parties".

WHEREAS, the Group Insurance Policy No. 30502-G (the "Policy"), as amended, provides certain agreed upon services and medical and surgical benefits insurance coverage, but not basic hospital insurance nor mental health/substance abuse insurance for Members of certain Employee Groups covered by the Employer; and

WHEREAS, the Parties desire to amend the Policy to change the provision related to retrospective premium payments; and

WHEREAS, the Parties agree that the Policy will renew and the premium rates will be amended.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- I. Schedule of Premiums, is hereby revoked in its entirety and replaced with new Schedule of Premiums which is attached to this amendment as Exhibit A, and is effective for the period January 1, 2009 through December 31, 2009.
- II. Except as expressly amended by this Eighth Amendment, all the terms and conditions of the original Agreement and any amendments thereto shall remain in full force and effect.
- III. This Eighth Amendment shall be deemed effective January 1, 2009.

IN WITNESS WHEREOF, the Parties hereto have hereunder signed this Eighth Amendment to Policy Number 30502-G on the day and year appearing opposite their respective signatures.

Agency Certification: "In addition to the acceptance of this contract amendment, I also certify that original copies of this signature page will be attached to all exact copies of this contract."

NEW YORK STATE DEPARTMENT OF CIVIL SERVICE

**NANCY G. GROENWEGEN
COMMISSIONER**

By: _____

Date: _____

UNITED HEALTHCARE INSURANCE COMPANY OF NEW YORK

Date: _____

By _____

Name: _____

Title _____

STATE OF)
) ss:
COUNTY OF)

On the _____ day of _____, _____, before me personally came _____, to me known, and known to me to be the person who executed the above instrument, who, being duly sworn by me, did for her/himself depose and say that (s)he is the _____ of _____ the corporation or organization described in and which executed the above instrument; and that (s)he signed his/her name thereto.

NOTARY PUBLIC

SCHEDULE OF PREMIUMS

**MEDICAL/SURGICAL
BENEFITS INSURANCE**

The following premium rates shall be in effect for the period January 1, 2009 through December 31, 2009:

<u>Premium Rate per Employee</u> <u>for Participating Agencies Medical Enhancement Benefits</u>	
<u>Employee Group with Plan Changes</u>	
Individual Insurance	Family Insurance
(Monthly)	(Monthly)
\$53.61	\$124.15

The Employer shall furnish to the Insurance Company within 3 months after each premium due date a written statement showing the number of Employees insured for Personal Insurance only and the number insured for Personal and Dependent Insurance, as of such due date.

The daily premium rate shall be calculated by multiplying the monthly premium rate by 12 and dividing the product by the number of days in the calendar year for which the premium is in effect.

The renewal action incorporates a retrospective premium payment equal to [REDACTED] of earned premium in support of the reduction in margin from [REDACTED]. Specifically, if costs exceed premium as reported in the year end settlement for policy year 2009, an additional payment equal to the lesser of [REDACTED] of premium or the amount of the loss will be made to UHC. The retro payment, if necessary, will be made by April 15, 2010.

Under the 5-tier structure for Participating Agencies, the monthly premium rates are as follows:

Premium Rate per Employee				
Plan Prime		MediPrime		
Individual Insurance	Family Insurance	Individual Insurance	Family Insurance (1 Medicare Primary)	Family Insurance (2 or more Medicare Primary)
\$71.88	\$148.55	\$24.37	\$101.03	\$53.52

The Employer guarantees the difference in premiums due to the Insurance Company should the 5-tier rate structure generate less premium than the 2-tier rate structure. Conversely, in the event the 5-tier rate structure generates more premium than the 2-tier structure, the Insurance Company shall return such excess.