

OptumCare Severance Pay Program and Summary Plan Description

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INTRODUCTION

ProHealth Physicians, P.C. (the Plan Sponsor) maintains the OptumCare Severance Pay Program (the Severance Pay Program or the Program) for staff and provider employees eligible for OptumCare health and wellness benefits. The Program provides severance benefits to certain Eligible Employees whose employment is involuntarily terminated under certain conditions.

The Severance Pay Program is a component of the OptumCare Group Benefits Plan (the Plan) and is governed by the Employee Retirement Income Security Act of 1974, as amended (ERISA). Benefit programs that are subject to ERISA must be summarized in a Summary Plan Description (SPD). This document serves as both the official program document and SPD for the Severance Pay Program and reflects the Program's terms as of January 1, 2022.

Although every effort has been made to give you correct and complete information about your benefits, in the event of a conflict or inconsistency between this SPD and the OptumCare Group Benefits Plan, the terms of the OptumCare Group Benefits Plan will control. To obtain a copy of the Plan document, call HRdirect at 1-800-561-0861 and speak to a customer service representative.

Reservation of Right to Amend and Terminate the Program

The Plan Sponsor reserves the right to, at any time, amend or terminate the Severance Pay Program for any reason and in its sole discretion. The Plan Sponsor's right to amend or terminate the Severance Pay Program includes, but is not limited to, changes in the eligibility requirements, benefits provided and termination of all or part of the Program. If the Program is amended or terminated, you will be subject to all the changes effective as a result of such amendment or termination and your rights will be reduced, terminated, altered or increased accordingly, as of the effective date of the amendment or termination.

Not an Employment Contract

Neither the receipt of this SPD nor the use of the term "you" means that you are eligible for coverage and/or a benefit under the Program. You are eligible to participate in the Program or receive a benefit only if you satisfy the Program's eligibility requirements and other criteria. The receipt of the SPD and/or the terms of the Program also neither create a right for you to be retained in employment nor prevent your employer from terminating your employment for any reason.

The Importance of Defined Terms

Many terms used throughout this SPD to explain your benefits are capitalized and have specific meanings that are defined in the Important Terms section of this SPD.

PARTICIPATION IN THE PROGRAM

Who is Eligible for Severance Coverage

You are eligible for coverage under the Severance Pay Program as an Eligible Employee if you work for a participating Employer and you are classified on both the payroll and the personnel records of the participating Employer as a regular full-time employee or regular part-time employee.

You are not an Eligible Employee if you are employed by a company that is not a participating Employer in the Program (for example, Optum Services, Inc. and Optum Medical Services, P.C.) or, even if you are employed by a participating Employer, you are classified as any one or more of the following:

- A temporary employee;

- An employee whose terms and conditions of employment are subject to a collective bargaining agreement (unless the collective bargaining agreement specifically provides for participation);
- A United States citizen or United States resident alien performing services outside of the United States, unless approved by your Employer;
- A nonresident alien who is not receiving U.S.-source earned income from an Employer;
- A leased employee, an independent contractor, or any other person whom an Employer has not classified as a common-law employee; or
- A client-assigned worker employed in a participating employer's employee leasing or sourcing business in which the employee is hired for one or more client-specific, limited-duration assignments.

The Plan Administrator or its delegate determines who is eligible to participate in the Program in its sole discretion. In making that determination, the Plan Administrator will rely on the Employer's classification of employees. This classification is final, binding and conclusive. No reclassification of a person's status by a third party for any reason, whether by a court, government agency, or someone else, without regard to whether or not the Employer agrees to such reclassification, shall make the person retroactively or prospectively eligible for benefits. However, the Employer, in its sole discretion, may reclassify a person as a benefits-eligible employee for future periods. If there is any question or uncertainty about a person's classification, the person will be treated as ineligible for benefits.

Employees Hired as the Direct Result of an Acquisition

Acquired Employees are eligible to participate in the Severance Pay Program if, after the Acquisition, they are Eligible Employees.

Acquired Employees may receive different benefits with different terms for a limited period of time after the Acquisition. Details about such special rules are set forth in the Transition Guide and Calendar or similar document for each Acquisition and/or in separate materials that are provided to Acquired Employees in connection with the Acquisition.

When Coverage Begins

You are covered under the Severance Pay Program on the date you become an Eligible Employee.

Who Is Eligible for Severance Benefits

If you are an Eligible Employee, you will become eligible for severance benefits if:

- You experience a Qualifying Termination, which is an involuntary Employment Termination of an Eligible Employee's employment with your Employer because of position elimination, as determined by the Employer in its sole discretion;
- You are notified in writing that your employment will end as a result of a Qualifying Termination and that you will be eligible for severance under the Program;
- You continue to work through the date your Employer identifies as your Employment Termination date, including any extensions or other changes to the date, unless your manager releases you before that date; and
- You sign the Severance Agreement and Release that your Employer provides to you, within the time frame indicated in the Severance Agreement and Release (or as extended by your Employer in its sole discretion and in writing), and you don't revoke or rescind it during the revocation period, if any, that is stated in the Severance Agreement and Release.

These are the only circumstances under which the Program pays benefits. The Program does not pay severance benefits for any other reason.

Who Is Not Eligible for Severance Benefits

Even if you are an Eligible Employee, you are not eligible to receive severance benefits if your employment ends because of any of the following, or if any of the following applies to you, as determined by the Employer in its sole discretion:

- You have an employment agreement or other separate agreement with your Employer that: (1) gives you a right to severance or other separation benefits; (2) provides you are not eligible for severance or other separation benefits; or (3) if you are employed in the role of a practicing physician, requires your Employer to provide you with at least 60 days' notice of the elimination of your position, and your Employer provides such notice.
- Your employment ends because of a Qualifying Termination, but you are offered Commensurate Employment by your Employer or one of its current or former subsidiaries or affiliates (whether or not you accept the offer) or you accept any job (whether or not it is Commensurate Employment) with your Employer or one of its current or former subsidiaries or affiliates. Commensurate Employment is any position that is offered to you at a Base Pay that is at least 90% of your Base Pay in effect with your Employer on your Employment Termination date, and which is not located more than 50 miles from both your principal office location with your Employer and your home as of your Employment Termination date.
- Your employment ends in connection with a sale, outsourcing, loss or divestiture of a UnitedHealth Group affiliate, subsidiary, business, division, function or service, or the transfer of employees to another unrelated entity, regardless of whether your termination of employment occurs before or after the event. (If, however, your Employer informs you in writing that you are eligible to receive severance benefits and you are otherwise eligible, you will be eligible for severance benefits unless UnitedHealth Group or the buyer or acquiring entity offers Commensurate Employment to you, or you accept any job — whether or not it is Commensurate Employment — with a UnitedHealth Group affiliate or the buyer or acquiring entity, regardless of whether the offer or acceptance happens before or after the sale, outsourcing, loss, divestiture or transfer event.)
- You resign, retire or die, or your employment ends for any other reason that your Employer determines, in its sole discretion, is not a Qualifying Termination.
- You become disabled and you are not able to perform the essential functions of your job even with reasonable accommodation offered by your Employer.
- You fail to report to work or to return from a leave.
- Your work performance is unacceptable.
- You engage in misconduct, including violation of a company policy or procedure, insubordination, unwillingness to perform your position's duties or dishonesty.
- Before your Employer announces that your position will be eliminated or you will be laid off, you announce your intent to end your employment or retire.
- Your employment ends for any reason that your Employer in its sole discretion determines is not a Qualifying Termination and/or not within the intended purpose of the Program.

When Coverage Under the Severance Pay Program Ends

Your participation in the Severance Pay Program ends on the earliest of:

- The date specified, if the Plan Sponsor terminates the Severance Pay Program, or amends it so that you are no longer eligible for coverage or to receive severance benefits;
- The date you cease to be an Eligible Employee;
- The date all severance benefits for which you are eligible have been paid; or
- The date you die or your employment ends for any reason that does not qualify for severance benefits.

SEVERANCE BENEFITS

If you have a Qualifying Termination and otherwise satisfy the Program's requirements to receive severance, your severance will be calculated as described in this section.

How Severance Benefits Are Calculated

Your severance benefits are determined based on all of the following as they exist as of your Employment Termination date:

- Your Base Pay;
- Your full or completed Years of Service, based on your last start date; and
- Your grade level or sales band.

The following Schedule of Benefits lists the number of Weeks of Base Pay for which you are eligible based on the number of Years of Service you've completed and your grade level or sales band, as of your Employment Termination date. Note: You are credited with a Year of Service only for each 12-consecutive-month period during which you are employed with your Employer. The Program does not give you credit for partial Years of Service except in the instance of a Qualifying Termination prior to completing one Year of Service.

Schedule of Benefits			
If You Have Completed This Many Years of Service	You Are Eligible for this Many Weeks of Base Pay		
	Grades 20 - 26; SBA; SBI; 84-86	Grades 27 – 28; 87-88	Grades 29 and up; 89 and up; SBL; SSL: M1 –M4; SLT; ELT
0 - 3	3 weeks	5 weeks	11 weeks
4 or 5	4 weeks	6 weeks	12 weeks
6 or 7	6 weeks	8 weeks	14 weeks
8 or 9	8 weeks	10 weeks	16 weeks
10 or 11	10 weeks	12 weeks	18 weeks
12 or 13	12 weeks	14 weeks	20 weeks
14 or 15	14 weeks	16 weeks	22 weeks
16 or 17	16 weeks	18 weeks	24 weeks
18 or 19	18 weeks	20 weeks	26 weeks
20 or 21	20 weeks	22 weeks	26 weeks
22 or 23	22 weeks	24 weeks	26 weeks
24 or 25	24 weeks	26 weeks	26 weeks
26 or more	26 weeks	26 weeks	26 weeks

Example

John is an Eligible Employee who is in grade level 25. He was originally hired on October 15, 2020. Effective April 5, 2022, John's employment ends because of a Qualifying Termination. John is eligible for 3 Weeks of Base Pay.

Mary is an Eligible Employee who is in grade level 29. She was originally hired on May 1, 2016. Effective February 1, 2021, Mary's employment ends because of a Qualifying Termination. At that time, she has completed and been credited with three full Years of Service (May 1, 2017 – May 1, 2020). She does not receive credit for the last nine months of employment (May 2, 2020 – February 1, 2021) because credit is not given for partial Years of Service. Mary is eligible for 11 weeks of Base Pay.

Jane is an Eligible Employee who is in grade level 27. She was originally hired on March 1, 2011. Ten years and two months later, on May 1, 2021, Jane's employment ends because of a Qualifying Termination. At that time, she has completed and been credited with 10 full Years of Service. She does not receive credit for the last two months of employment because credit is not given for partial Years of Service. She is eligible for 12 Weeks of Base Pay.

Limits on Severance Benefits

Your severance benefit:

- Is limited to and cannot exceed the number of Weeks of Base Pay that apply to you as listed in How Severance Benefits Are Calculated, Schedule of Benefits; and
- Cannot exceed the lesser of two times (1) the annual compensation you received in the calendar year that immediately precedes your Employment Termination, or (2) the maximum amount that may be taken into account under a qualified plan pursuant to Code Section 401(a)(17) for the year in which you terminate.

Additional Payment for Unused Paid Time Off

In addition to the Weeks of Base Pay for which you are eligible, and unless different treatment is required under applicable state law, you will be paid for up to one standard work week of paid time off that has been granted to you and is unused as of your Employment Termination date. Your standard work week is the number of hours you are regularly scheduled to work in a calendar week, as recorded in your Employer's Human Resources Information System. If applicable state law requires different treatment of earned paid time off, your Employer will pay unused paid time off in accordance with state law and no payment of unused paid time off will be paid under the Severance Pay Program.

Service Credit Rules

Your Years of Service are determined based on your most recent start date with your Employer.

If you became an employee of your Employer through an Acquisition or merger of your former employer, your Years of Service will generally be determined based on the most recent start date with the acquired company, as recorded in that company's records. If you have questions regarding the date considered to be your most recent start date, please contact HRdirect.

How Severance Benefits Are Paid

Severance benefits are paid in a single lump sum payment. Severance benefits are taxable, and your Employer withholds applicable income and payroll taxes before paying them to you.

Severance benefits are paid as soon as administratively feasible after your last day of employment, and after you return your signed Severance Agreement and Release and any revocation period in your Severance Agreement and Release expires.

If you die after having satisfied all requirements to receive severance (including signing the Severance Agreement and Release), payments will be made to your surviving spouse or domestic partner (as defined for eligibility for health coverage under the Plan), if any. If you have no spouse or domestic partner, the severance payments will be made to your estate.

Deductions From and Offsets to Severance Benefits

Amounts Owed to Your Employer

Your Employer reserves the right to deduct any amounts you owe to your Employer from any severance benefits that are payable to you under the Program.

Offset of Any Pay-In-Lieu-of-Notice

Severance payments under the Program are not intended to be in addition to pay-in-lieu-of-notice under any contract or applicable law, such as the Worker Adjustment and Retraining Notification (WARN) Act. If such pay-in-lieu-of-notice amounts are payable, severance under this Program is reduced by the amount of the other benefit.

Correction of Errors

Your Employer reserves the right to correct any errors that may occur in administering the Program, including the right to recover any excess severance benefits that are paid to you because of a mistake or incorrect information about your eligibility for severance benefits, or for any other reason. Your Employer reserves the right to recover from you, through any of the following means or methods, any excess severance benefits that are paid to you:

- Reducing or suspending any future severance benefit payment;
- Requesting direct payment from you;
- Withholding wages, or any other money owed to you, if permitted by applicable law; or
- Taking other appropriate legal means.

Recovery of Severance Benefits Paid

If you receive severance benefits and any of the following occur, your Employer has the right to recover the amount of severance paid:

- You violate the terms of your signed Severance Agreement and Release, as determined by your Employer in its sole discretion;
- You engage in conduct or activities that your Employer determines are harmful to the company; or
- You attempt to rescind or revoke your Severance Agreement and Release.

OTHER INFORMATION

Limitation on Assignment

Your rights to severance benefits under this Program cannot be assigned, sold or transferred to your creditors or anyone else.

Compliance With Law

The Program will be administered to comply with any applicable law, and benefits will be adjusted as required to so comply. The Program is intended to be limited to payments resulting from involuntary terminations, as defined in Code Section 409A, and the Program will be so administered.

Filing a Claim for Benefits

If you are an Eligible Employee who is eligible for severance benefits, your benefits will be paid to you automatically. You do not need to file a claim for benefits. If, however, your employment ends under circumstances that you think make you eligible for benefits under the Program, but you do not receive them, or you have another reason for claiming more or different benefits under the Program, you may file a written claim for benefits.

You must bring your claim for benefits within 120 days after the date you know or reasonably should have known the principal facts upon which your claim is based. If you file a claim after this deadline, it will be denied automatically.

How to Obtain a Claim Form

A claim form does not exist for the Severance Pay Program. You may submit your written claim in the form of a letter that states the circumstances under which your employment ended, the reasons you believe yourself to be eligible for severance benefits under the Program, and the benefits for which you believe you're eligible.

How to File a Claim

You must submit your written claim within 120 days after the date you know or reasonably should know the basis of your claim. Send your written claim to the Plan Administrator at the following address:

Severance Claim Committee
UnitedHealth Group Incorporated
MN008-T502
9900 Bren Road East
Minnetonka, MN 55343

How to Check on the Status of a Claim

The Severance Claim Committee will have 90 days from receipt of your severance claim to decide your claim, unless that deadline is extended for up to an additional 90 days (in which case you will be notified of the extension and the reasons for it in writing).

If Your Claim Is Denied

The Severance Claim Committee will respond in writing (delivered by paper or electronically) to all claims for benefits. If your claim is denied in whole or in part, the written denial will include the reasons for the denial, reference to the relevant plan provision(s) on which the denial is based and other information that is required by federal regulation.

Appeal of Denied Claim

If your severance claim is denied in whole or in part, you can appeal the denial. Upon written request and free of charge, you have the right to reasonable access to and copies of all documents, records and other information relevant to the denial of your claim. To ask for this information, contact the Severance Claim Committee at the address included in this section.

Your appeal must be in writing and include your name, the reason you believe you are eligible for severance and any documentation or other written information to support your claim. Address appeals to:

Severance Claim Committee
UnitedHealth Group Incorporated
MN008-T502
9900 Bren Road East
Minnetonka, MN 55343

Your Deadline to File an Appeal

You must file a written appeal within 60 days after your receipt of the claim denial notice. If you file an appeal after this deadline, it will be denied automatically.

Appeal Process

In deciding the appeal, the Severance Claim Committee will take into account all comments, documents, records and other information submitted to support the appeal without regard to whether the information was submitted in connection with the initial claim for benefits. The Severance Claim Committee will have 60 days from receipt of your severance appeal to decide your appeal, unless that deadline is extended for up to an additional 60 days (in which case you will be notified of the extension and the reasons for it in writing).

Decision on Appeal

The Severance Claim Committee will respond in writing (delivered by paper or electronically) to all appeals. If your appeal is denied in whole or in part, the written denial will include the reasons for the denial, reference to the relevant plan provision(s) on which the denial is based and other information that is required by federal regulation. If your appeal is denied, upon written request you have the right to reasonable access to and copies of, free of charge, all documents, records and other information relevant to the denial of your appeal. All determinations and interpretations made by the Severance Claim Committee are intended to be conclusive and binding on all parties. Benefits under the Severance Pay Program will be paid only if the Severance Claim Committee decides in its sole discretion that an Eligible Employee is entitled to them.

Your Remedy if Your Claim and Appeal Is Denied

If your claim for benefits and your appeals are denied, your sole remedy under the ERISA Programs is to bring an action under ERISA Section 502(a) to recover any benefits you think the applicable program owes to you. Any claim or civil action with respect to the Severance Pay Program or the Plan must be brought in the U.S. District Court and for the District of Minnesota. Before bringing suit, you must first exhaust the claim review and appeal procedures.

Your Deadline to Bring a Lawsuit

If you file your claim within the required time and complete the entire claim and appeals procedure, you must commence any lawsuit within six months after the claim and appeals procedure is complete. In all events, you must commence the lawsuit within one year after the date you know or reasonably should know the principal facts upon which your claim is based.

Exhaustion of Administrative Remedies

The exhaustion of the claim and appeals process is mandatory for resolving every claim and dispute arising under this Program. In any subsequent action, all explicit and implicit determinations by the Plan Administrator or the Severance Claim Committee will be afforded the maximum deference permitted by law, including (but not limited to) any determination as to whether a claim or appeal was timely filed.

Plan Administration

The Administrative Committee is the Plan Administrator of the Plan and shall make such decisions and determinations as may be required from time to time to administer the Severance Pay Program. The Plan Administrator has the discretion, authority and responsibility to make decisions on all factual and legal questions under the Program, to interpret and construe the Program and any ambiguous or unclear terms and to determine whether a participant is eligible for benefits and the amount of the benefits regarding initial claims. The Plan Administrator may rely on any applicable deadline and/or statute of limitations as a basis to deny a claim and/or an appeal of a denied claim.

The Plan Administrator's decision is conclusive and binding on all parties. The Plan Administrator has delegated its discretion, authority and responsibility to decide claims and appeals under the Program to the Severance Claim Committee.

STATEMENT OF ERISA RIGHTS

As a participant in the Severance Pay Program, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan participants shall be entitled to the rights and protections described in this section.

Receive Information About Your Plan and Benefits

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Program, including insurance contracts (if applicable) and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated SPD. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report each year.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefits plan. The people who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in your interest, and that of other Plan participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a benefit is denied in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decisions without charge and to appeal any denial, all within certain time schedules. See *Filing a Claim for Benefits* in this SPD for more information.

Under ERISA, there are steps you can take to enforce the rights and protections in this section. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, if for example, it finds your claim is frivolous.

Assistance With Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

ADMINISTRATIVE INFORMATION

Information about the Plan

Plan Name	OptumCare Group Benefits Plan
Plan Sponsor	ProHealth Physicians, P.C. is the Plan Sponsor of the OptumCare Group Benefits Plan. The Plan Sponsor's mailing and street address for courier delivery is: ProHealth Physicians, P.C. 3 Farm Glen Boulevard Farmington, CT 06032
Plan Administrator	The UnitedHealth Group Employee Benefits Plans Administrative Committee is the Plan Administrator of the OptumCare Group Benefits Plan. The Plan Administrator's mailing and street address is: UnitedHealth Group Incorporated c/o Corporate Benefits Department MN008-R120 9900 Bren Road East Minnetonka, MN 55343 The Plan Administrator's phone number is 1-952-936-1300.
Plan Sponsor EIN	06-1469068
Agent for Service of Legal Process The agent for service of legal process is the Office of the General Counsel.	The agent for service of legal process is the Office of the General Counsel. The agent's mailing and street address for courier delivery is: Office of the General Counsel UnitedHealth Group MN008-T700 9900 Bren Road East Minnetonka, MN 55343 The agent's telephone number is 952-936-1300. Legal process can also be served on the Plan Administrator at its mailing or courier delivery addresses.
Plan Year	January 1 – December 31
Type of Plan	ERISA welfare plan that provides an array of health and welfare component programs
Plan Number	501

Information about the Severance Pay Program

Program Name	OptumCare Severance Pay Program
Program Type	ERISA welfare benefit plan that provides severance benefits to certain Eligible Employees whose employment is involuntarily terminated under certain conditions. The Program is a component of the OptumCare Group Benefits Plan.
Type of Administration	Self-administration.
Sources of Benefits	Benefits under the Program are paid from the employer's general assets.
Named Claim Fiduciary	<p>The Severance Claim Committee is the Claim Fiduciary for the Severance Pay Program.</p> <p>The Claim Fiduciary's mailing and street address is:</p> <p style="padding-left: 40px;">UnitedHealth Group Incorporated MN008-T502 9900 Bren Road East Minnetonka, MN 55343</p> <p>The Claim Fiduciary's phone number is 952-936-1300.</p>
Contact for Plan and Program Documents	<p>UnitedHealth Group Incorporated c/o HRdirect 9900 Bren Road East, MN008-W215 Minnetonka, MN 55343 Phone: 1-800-561-0861</p>
Participating Employers	The benefits described in this Plan are available to Eligible Employees of Participating Employers that have adopted the OptumCare Group Benefits Plan.

IMPORTANT TERMS

Acquired Employee

An individual who is an employee of an Acquired Employer on the day that the Employer or one of its Affiliates acquires the Acquired Employer and who becomes an employee of the Employer or its Affiliate as a direct result of the Acquisition.

Acquired Employer

An entity that the Employer, or one of its Affiliates, acquired in an Acquisition.

Acquisition

A corporate transaction, such as a stock purchase, asset purchase or similar transaction, through which the Employer or one of its Affiliates acquires an Acquired Employer.

Affiliate

Any corporation or other business entity which is (i) a member of a controlled group of corporations (within the meaning of Section 414(b) of the Code) of which the Plan Sponsor is also a member; (ii) a trade or business under common control with the Plan Sponsor, within the meaning of Section 414(c) of the Code; (iii) a member of an affiliated service group (within the meaning of Section 414(m) of the Code) of which the Plan Sponsor is also a member; or (iv) required to be aggregated with the Plan Sponsor pursuant to regulations issued under Section 414(o) of the Code.

Base Pay

An Eligible Employee's annualized rate of pay at the time of a Qualifying Termination based on regularly scheduled hours as of the termination. Base Pay is determined before deductions for taxes and other items withheld, but excludes all types of incentive pay, all forms of stock or equity based compensation, fringe benefits, special pay or awards, commissions, bonuses, shift differential and overtime. Notwithstanding the general exclusion of commissions from Base Pay in the previous sentence, in certain circumstances Base Pay includes an annualized commission amount, both for purposes of determining whether an Eligible Employee has been offered Commensurate Employment and for purposes of determining a severance payment. Base Pay for certain Eligible Employees who participate in certain sales incentives plans (as designated by the Employer at the time of Employment Termination) includes the annualized value of the average of the past eight full quarters (or the number of full quarters worked by the Eligible Employee if the Eligible Employee has worked fewer than eight full quarters) of paid sales commissions (including, if applicable, paid guaranteed draws and/or commissions). The Base Pay so determined will not in any event exceed \$250,000 (including both Base Pay as calculated in the paragraph above and annualized commission as determined in this paragraph). In determining the number of full quarters worked, commissions relating to work with an Acquired Employer predating the Acquisition by the Employer shall not be included.

Code

Internal Revenue Code of 1986, as amended.

Commensurate Employment

A position that is offered to you at a Base Pay that is at least 90% of your Base Pay in effect with your Employer on your Employment Termination date, and which is not located more than 50 miles from both your principal office location with your

Employer and your home as of your Employment Termination date. Your Employer reserves the right to and will determine in its sole discretion whether a position that is offered to you is Commensurate Employment.

Eligible Employees

The classes of employees your Employer has determined are eligible for coverage under the Plan as further explained in Who Is Eligible for Severance Benefits in this SPD.

Employer

ProHealth Physicians, P.C. and the participating employers who have adopted the Plan.

Employment Termination

In addition to the other requirements of a Qualifying Termination (involuntary termination because of position elimination after written notice of severance eligibility), an Eligible Employee cannot receive severance benefits unless the circumstances of the termination by the Employer satisfy the following requirements. The facts and circumstances must indicate that both the Employer and the terminated employee reasonably anticipate that no further services will be performed after a certain date (whether as an employee or as an independent contractor) or that the level of bona fide services the employee will perform after such date (whether as an employee or as an independent contractor) will permanently decrease to no more than 20% of the average level of bona fide services performed (whether as an employee or as an independent contractor) over the immediately preceding 36-month period (or the full period of services if the employee has been providing services to the Employer for less than 36 months).

ERISA

Employee Retirement Income Security Act of 1974, as amended.

Plan

The Plan refers to the OptumCare Group Benefits Plan. The Severance Pay Program is a component of the Plan.

Plan Administrator

The Plan Administrator is the UnitedHealth Group Employee Benefits Plans Administrative Committee.

Plan Sponsor

ProHealth Physicians, P.C.

Qualifying Termination

The involuntary Employment Termination of an Eligible Employee's employment with his or her Employer because of position elimination, as determined by the Employer in its sole discretion, after written notice to the Eligible Employee identifying the anticipated Employment Termination as eligible for severance.

Severance Agreement and Release

An agreement with your Employer, in the form and manner required by your Employer, that you must sign and return your Employer, before severance benefits will be paid to you under the Plan, which requires you to:

- Release, or give up, all claims or actions of any type, as permitted by law, that you have or may have, as of the date of signing, against the Employer and its affiliates;
- Agree not to solicit employees of the Employer and its affiliates to leave their employment for one year from your Employment Termination date;
- Agree not to disparage the Employer and its affiliates and subsidiaries;
- Agree not to disclose proprietary information;
- Abide by your ongoing obligations under company policy;
- For certain job eliminations, agree not to compete with the Employer for a designated period of time;
- Agree to cooperate with the Employer with respect to litigation and investigations; and
- Agree to such other terms as the Employer in its sole discretion may require.

Severance Claim Committee

A Severance Claim Committee, formally known as the Severance Claims Review Sub-Committee, is a committee established by the Administrative Committee that has the discretion, authority and responsibility to:

- Resolve complaints and disputes under the Program;
- Determine appeals of denied claims with respect to the Program; and
- Perform all other acts reasonably necessary for administering claims and appeals brought under the Program.

Schedule of Benefits

The table in How Severance Benefits Are Calculated in this SPD that describes the benefits that are payable to Eligible Employees who become eligible for severance benefits.

Transition Guide and Calendar

The guide or similar document that is prepared for each Acquisition explains the manner in which Acquired Employees who are Eligible Employees will become eligible to participate in the Plan. The terms of the Transition Guide and Calendar vary from Acquisition to Acquisition. The name of the Transition Guide and Calendar may also change from time to time.

Week of Base Pay

Your Base Pay divided by 52.

Year of Service

For the purpose of the Severance Pay Program, each 12-month period of employment with the Employer or any Affiliate that you complete. If you are an Acquired Employee, Years of Service will include pre-Acquisition service with the Acquired Employer (as reflected in the records of the acquired entity at the time of Acquisition).