

OCT. 12. 1999 11:45AM

F&L 319 7192

NO. 7562 P. 15/65

party from arbitrating the issue of compliance with the Best Price Guarantee in accordance with Section 8.2.

E. Compliance Certification. Notwithstanding the limitation on the number of audits set forth in Section 5.5.D, any UWS Entity may, when it reasonably believes that the Best Price Guarantee is not being satisfied, from time to time request in writing (the "Compliance Notice") that UHC or any University Provider certify that such entity is complying with the Best Price Guarantee. The Compliance Notice shall identify in reasonable detail the reasons why the UWS Entity believes that the Best Price Guarantee is not being satisfied, subject to reasonable confidentiality requirements. On or before the 15th day after UHC or any University Provider receives a Compliance Notice, such entity shall either (i) certify to the applicable UWS Entity in writing that it is complying with the Best Price Guarantee and identify in reasonable detail why this is the case ("Compliance Certification"), or (ii) revise its calculation of the relevant rates to the UWS Entities and their affiliates to correct any noncompliance on a prospective basis from the date of the Compliance Notice.

F. Remedies. Should the Auditor's report indicate that UHC or any University Provider has not complied with Best Price Guarantee as to any contract, then UHC or the University Provider shall revise its calculation of the relevant rates to the UWS Entities and their affiliates to correct such noncompliance on a prospective basis from the date of such Auditor's report. In no event shall UHC or the University Providers be retrospectively liable for any Best Price discrepancy that predates the Auditor's report of such discrepancy; provided, however, that UHC and the University Providers shall be obligated to compensate the UWS Entities and their affiliates, upon demand, for the Realized Savings arising out of or related to (i) the falsehood of any Compliance Certification and the failure to comply with the Best Price Guarantee that was the subject of the applicable Compliance Notice; (ii) the failure to remedy any noncompliance with the Best Price Guarantee identified by the Auditor; or (iii) the failure to comply with the Best Price Guarantee as to any Like Risk other than a capitation methodology.

ARTICLE 6 - OPTION TO REACQUIRE

6.1. Option: Expiration of Agreement. UHC shall have the option to acquire, on the expiration of any term of this Agreement (each, an "Expiration Date"), the membership of the Joint Venture or the Unity Joint Venture for which UHC is then at risk ("UHC Business") subject to the terms and conditions in Sections 6.1, 6.3, 6.4, and 6.5. UHC shall give written notice to the UWS Entities of its intention to exercise this option on or before the 180th day prior to the applicable Expiration Date, but not earlier than the 190th day prior to the applicable Expiration Date. [and, if the HMOW Joint Venture Agreement has not been terminated, the LLC; provided that if the LLC has given notice of its option to reacquire the stock of the HMOW as set forth in Section 4 of the Service Agreement, then UHC must give such written notice in accordance with Section 7.2.A.]

6.2. Option: Change in Control. UHC shall have the option to acquire, upon a Change in Control (as defined in this paragraph below), the UHC Business as of the Scheduled