

SERVICE AND JOINT MARKETING AGREEMENT

This Service and Joint Marketing Agreement (“Agreement”), effective as of January 1, 2006 (the “Effective Date”) is entered into by and between Evolution Benefits, Inc. (“Evolution”), and State of Oklahoma Employee Benefits Council (“EBC”) (collectively referred to as the “Parties” or each as a “Party”).

WHEREAS, Evolution has developed a service whereby individual employee benefit plan (the “Plan”) account holders may submit and pay claims through the use of a stored value or debit card (the “Card”); and
WHEREAS, EBC desires to use Evolution’s service for the benefit of its Participants;

In consideration of the covenants and conditions hereinafter set forth, Evolution and EBC agree as follows:

1. DEFINITIONS

- 1.1 “Bank” means the bank selected by Evolution from time to time to be the issuer of the Card.
- 1.2 “Client” means an employer or other customer of EBC who is using Evolution’s services.
- 1.3 “ERISA” means the Employee Retirement Income Security Act of 1974, as amended.
- 1.4 “Participant” means any Client employee receiving the Card, whether or not the Card is activated.

2. **EBC, EVOLUTION and JOINT RESPONSIBILITIES.** The Parties shall have the responsibilities, and costs related thereto, contained in Appendices 1-5, attached hereto and made a part hereof. Evolution and EBC may each employ subcontractors to perform its obligations under this Agreement and any applicable Appendix.

3. TERM and TERMINATION

- 3.1 Term and Renewal. This Agreement will commence on the Effective Date and will continue for a period of one (1) year unless otherwise terminated early as provided for in Section 3.2. This Agreement will automatically renew, including any amendments to the pricing schedule contained in Appendix 4, for two (2), one (1) year periods, unless a Party gives notice ninety (90) days before the end of such period of its intention not to renew.
- 3.2 Termination. A Party may terminate this Agreement only under the following circumstances:
 - 3.2.1 Upon thirty (30) days prior written notice if a Party materially breaches the terms and conditions of this Agreement --other than those contained in Section 4.2.1 (payment of fees) and Appendix 1, Section 4, --and this breach is not remedied within thirty (30) days of the date of the non-breaching Party’s written notification, the non-breaching Party shall have the right to terminate this Agreement.
 - 3.2.2 If EBC breaches its obligation to transfer funds to Bank pursuant to Appendix 1, and this breach is not remedied within two (2) days of notice, Evolution shall have the right to terminate this Agreement immediately in its entirety or with respect to the individual Client(s) who has/have failed to provide such monies;
 - 3.2.3 On immediate written notice by a Party if the other Party is subject to bankruptcy or insolvency proceedings. Bankruptcy or insolvency proceedings means bankruptcy proceedings, becoming insolvent, making any composition or arrangement with creditors or an assignment for their benefit, any execution, distress, diligence or seizure; being the subject of proceedings for the appointment of an administrator, going into liquidation whether voluntary or compulsory (except for the purpose of amalgamation or reconstruction) or having a receiver or administrative receiver of any assets appointed and not dismissed within forty-five (45) days. This Section shall remain in full force and effect in any jurisdiction with bankruptcy laws using different descriptive terms to describe the same events;
 - 3.2.4 On at least forty-eight (48) hours prior written notice if an event of Force Majeure, as described in Section 13.10, prevents the performance of the whole or a substantial part of a Party's obligations other for a continuous period of thirty (30) calendar days beyond the date(s) on which such obligations should have been performed. In such an event, either Party can terminate (a) the part of the Agreement affected by the Force Majeure condition, or (b) this entire Agreement, if the terms affected by the Force Majeure

condition are material to the performance of this Agreement and cannot be extricated from this Agreement without materially affecting the intent of this Agreement;

- 3.3 Return of Materials; Bank Funding. Upon termination of this Agreement, each Party agrees to promptly return any software, hardware or confidential and proprietary materials provided by the other Party or relating to the other Party which each Party has developed and maintained during the term of this Agreement. EBC will keep its EBC Account open and funded with an amount sufficient to satisfy ongoing run-out transactions and other requirements of Bank for one hundred twenty (120) days subsequent to termination of this Agreement. Termination of the Agreement will terminate all Appendices attached hereto.

4. **PRICING, PAYMENT, TAXES, RECORD KEEPING AND AUDIT RIGHTS**

- 4.1 Pricing. The pricing for Evolution's services is contained in Appendix 4, attached hereto and made a part hereof.

4.2 Payment and Taxes

- 4.2.1 EBC will pay all fees payable under this Agreement via reverse ACH within ten (10) days of the invoice date. Evolution will invoice EBC, via e-mail, on or about the fifth business day following month end.
- 4.2.2 Unless otherwise stated, any fees set forth in Appendix 4, and other fees charged under this Agreement, are exclusive of any present or future sales, use, excise, or other similar fees or taxes which, where applicable, shall be separately itemized on each invoice and payable by EBC in addition to any charges or other payments owed.
- 4.2.3 If any payment is not made when due, Evolution may charge interest on the unpaid and overdue amounts at the rate permitted by applicable Oklahoma law.

4.3 Record Keeping and Inspection Rights

- 4.3.1 Subject to the limitations, if any, contained in Section 6.1 and Appendix 5, each Party agrees to maintain separate records with respect to the services it provides hereunder for seven (7) calendar years following any year in which it performs said services or, if longer, such period as provided under ERISA or other applicable law.
- 4.3.2 Each Party shall permit the other Party or the Clients or their respective agents to inspect, examine and copy records pertaining to the other Party or the requesting Client during normal business hours and upon reasonable notice from the other Party. All costs of inspection shall be borne by the requesting Party.
- 4.3.3 EBC shall periodically provide, upon Evolution's request, data necessary to evaluate substantiation protocols and the results of retrospective claim adjudication. EBC consents to Evolution's use of such data on a de-identified basis in its discussions, if any, with the Internal Revenue Service. Unless otherwise required by law to do so, Evolution commits not to disclose the identity of EBC in such discussions. The data shall not include Health Information as defined in Section 6 of this Agreement.

5. **OWNERSHIP** Except as expressly agreed to in writing in this Agreement, each Party shall retain all right, title and interest in and to its products, technology and trademarks.

6. **PRIVACY AND ERISA**

- 6.1 Privacy. Evolution acknowledges that, in providing the services contemplated by this Agreement, Evolution may be exposed to protected health information, including electronic protected health information, as defined in the Health Insurance Portability and Accountability Act of 1996 and the privacy and security regulations thereunder (45 CFR 160, 162 and 164), both as amended from time to time ("HIPAA") (such information referred to herein as "PHI"). Should Evolution be exposed to PHI, and should HIPAA be applicable to Evolution's activities under this Agreement, the Parties agree to the provisions contained in Appendix 5, attached hereto and made a part hereof.
- 6.2 Evolution Not a Fiduciary. EBC agrees that the plan fiduciary of a Client's plan is responsible for accepting the auto-adjudication procedures to be used in connection with certain payments to be made using the stored value card technology, and that Evolution has no discretionary authority or control in making decisions about administration of any Client's Plan. EBC understands that Evolution is not a

“fiduciary” of any Client’s Plan within the meaning of ERISA, and EBC warrants that all representations it makes to any Client and any Client’s plan or employees will be consistent with this understanding. In addition, Evolution assumes no responsibility for Clients’ or its Plans’ compliance with federal or state laws including, federal tax laws and regulations.

7. REPRESENTATIONS AND WARRANTIES Each Party represents and warrants exclusively to the other Party (*i.e.*, no warranties shall be provided directly to Clients) that:

- 7.1 It will comply with all applicable laws, rules and regulations in its performance of this Agreement;
- 7.2 The execution and delivery of this Agreement will not breach any contractual duty to a third party;
- 7.3 It has not granted any rights that conflict with the provisions of this Agreement;
- 7.4 EBC has all contractual commitments, including but not limited to, those from Clients and subcontractors, necessary to fulfill its responsibilities under this Agreement;
- 7.5 Its materials or products do not infringe any intellectual property right or other property rights of a third Party.

8. LIMITATION OF LIABILITY

Except as expressly set forth in this Agreement, including without limitation Section 9 (Indemnification), neither Party makes any representation or warranty, either express or implied, including without limitation, the implied warranties of non-infringement, merchantability and fitness for a particular purpose. To the extent permitted by Oklahoma law, neither Party will be liable for indirect, incidental, consequential, special or punitive damages even if such Party has been advised of the possibility of such damages, and in no event will either Party be liable to the other Party for more than the aggregate amount of fees paid under this Agreement.

9. INDEMNIFICATION

- 9.1 To the extent permitted by Oklahoma law, each Party will, at its expense, indemnify, defend and hold the other and its successors, officers, directors, consultants and employees harmless from any and all actions, causes of action, claims, demands, costs, liabilities, expenses and damages, including without limitation attorneys' fees, litigation, settlement, judgment, interest and penalties, arising out of or in connection with any claim that the products and services, names and marks furnished by the Party under this Agreement constitute an infringement of any trade secret, patent, copyright, trademark, trade name, Confidential Information or other legal right of any third Party.
- 9.2 To the extent permitted by Oklahoma law, EBC agrees to indemnify and hold harmless Evolution, its parent and affiliates and their respective directors, officers, employees, consultants, and agents (herein referred to as “Evolution Indemnitees”) from and against all claims, losses, liabilities, damages and expenses, including court costs and reasonable attorney fees, incurred by any Evolution Indemnitee, to the extent that such claims, losses liabilities, damages and expenses are based upon the intentional, willful, reckless, or criminal acts or omissions of EBC in the performance of its duties under this Agreement. Evolution agrees to indemnify and hold harmless EBC, its parent and affiliates and their respective directors, officers, employees, consultants and agents, (hereinafter referred to as “EBC Indemnitees”) from and against any and all claims, losses, liabilities, damages, and expenses incurred by EBC, including court costs and reasonable attorneys’ fees, to the extent that such claims, losses, liabilities, damages and expenses are based upon Evolution’s intentional, willful, reckless, or criminal acts or omissions in the performance of its duties under this Agreement.
- 9.3 To the extent permitted by Oklahoma law, EBC agrees to indemnify and hold harmless Evolution Indemnitees from and against all claims, losses, liabilities, damages and expenses, including court costs and reasonable attorney fees, incurred by any Evolution Indemnitees, to the extent that such claims, losses, liabilities, damages and expenses are a result of EBC failure to provide on a timely basis monies to satisfy the requirements of Bank pursuant to Appendix 1, Section 4, in the EBC Account, and any resulting turn off of stored value cards by Evolution. This Section 9.3 shall not be subject to any limitations of liability or damages contained in Sections 8 or 9.2.
- 9.4 If any action shall be brought against a Party in respect to which indemnity may be sought from the other Party pursuant to the provisions of this Section, the Party shall promptly notify the other Party in writing, specifying the nature of the action and the total monetary amount sought or other such relief as is sought herein. The indemnified Party shall cooperate with the indemnifying Party at the

indemnifying Party's expense in all reasonable respects in connection with the defense of any such action. The indemnifying Party may upon written notice thereof to the indemnified Party undertake to conduct all proceedings or negotiations in connection therewith, assume the defense thereof, and if it so undertakes, it shall also undertake all other required steps or proceedings to settle or defend any such action, including employment of counsel and payment of all expenses. The indemnified Party shall have the right to employ separate counsel and participate in the defense thereof, at such Party's own expense. The indemnifying Party shall reimburse the indemnified Party upon demand for any payments made or loss suffered by it at any time after the Effective Date, based upon the judgment of any court of competent jurisdiction or pursuant to a bona fide compromise or settlement of claims, demands or actions, in respect to any damages to which the foregoing relates.

10. CONFIDENTIALITY

Subject to the Oklahoma Open Records Act (10 O.S. § 24A.1 et seq.) and other applicable Oklahoma law, each Party and its affiliates, agents and assigns agrees to retain in confidence and to require its employees, agents, licensees, consultants and contractors to retain in confidence all information and knowledge, and all discussions and negotiations, transmitted or communicated to such Party in the course of all dealings between the Parties related to the subject matter of this Agreement, including but not limited to, the following: any proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customers, customer lists, suppliers, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, development and business plans or other business information disclosed either directly or indirectly in writing, orally or by drawings or inspection; and all information that the disclosing Party has otherwise identified as being proprietary and/or confidential or which, by the nature of the circumstances surrounding the disclosure, ought in good faith be treated as proprietary and/or confidential (the "Confidential Information"). Such information shall not be disclosed or used for purposes other than those contained in this Agreement, without the prior written consent of the other Party. "Confidential Information" shall not include information that: (i) entered the public domain without any breach of any obligation owed by either Party under this Agreement; (ii) became known to a Party from a source that is not a Party to this Agreement and other than by the breach of an obligation of confidentiality owed to the other Party under this Agreement; or (iii) was disclosed by the other Party to a third Party without any obligation of confidence. The terms of this paragraph shall not be construed to limit either Party's right to independently develop or acquire products without use of the other Party's Confidential Information.

11. NO SOLICIT OR HIRE

Each Party agrees not to hire or to solicit the employment of any personnel of the other Party with whom it has had contact or who became known to such Party, during the Agreement and for twelve (12) months thereafter. If either Party violates this Section of the Agreement, such Party shall be considered in breach of the Agreement.

12. NOTICES

Any notices and requests required under the provisions of this Agreement shall be in writing and either served personally, via telephone facsimile or by registered or certified mail, postage prepaid, return receipt requested, to the addresses indicated below or to such other persons or addresses as Evolution and EBC may provide by notice to the other.

To Evolution: President, Evolution Benefits, Inc.
22 Waterville Road, Avon, CT 06001, cc: General Counsel

To EBC: Employee Benefits Council
200 N. Harvey, Suite 1200, Oklahoma City, OK 73102, cc: General Counsel

13. GENERAL TERMS

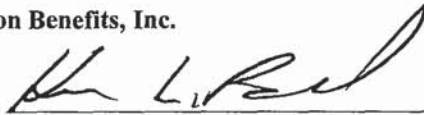
13.1 Customer Exclusivity. EBC agrees to offer exclusively programs utilizing Evolution's Card in connection with prospective customers or RFPs which Evolution brings to EBC.

- 13.2 Independent Contractors. The Parties will at all times be independent contractors with respect to each other in carrying out this Agreement and nothing in this Agreement shall be construed as creating an employer-employee relationship, a partnership or a joint venture between the Parties. Neither Party is a legal representative or agent of the other, nor will either Party have the right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied, against, or in the name of, or on behalf of the other Party.
- 13.3 Third Party Rights. This Agreement will not create any rights in any third party.
- 13.4 Assignment. This Agreement shall be binding upon the Parties hereto, their successors and assigns. This Agreement may be assigned by either Party without the written consent of the other Party i) to an affiliate of the assigning Party; and ii) to any successor to a substantial part of the business or assets of such Party. This Agreement may not otherwise be assigned by either Party without the written consent of the other, which shall not be unreasonably withheld.
- 13.5 Construction. If any provision of this Agreement is void or unenforceable, the remaining provisions will continue in full force and effect.
- 13.6 Waiver. Failure by either Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.
- 13.7 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and may not be modified or amended except in a writing dated subsequent to the Effective Date of this Agreement and signed on behalf of the Parties by their respective duly authorized representatives. This Agreement may be executed in counterparts.
- 13.8 Governing Law and Attorneys' Fees. This Agreement shall be governed by the laws of the State of Oklahoma. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing Party shall be entitled to recover its costs, including reasonable attorneys' fees.
- 13.9 Surviving Provisions. The provisions of Sections 3.3, 4.2, 5, 6.1, 8, 10, 11 and Appendix 5 will survive termination of this Agreement.
- 13.10 Force Majeure. Either Party to this Agreement will be excused for its failure or delay in performance at any time during which performance is prevented by events beyond its reasonable control and without its failure or negligence. Force Majeure shall not include a loss of a Party's primary source of power. This Section will not relieve the non-performing Party from using commercially reasonable efforts to overcome or remove such Force Majeure with all reasonable dispatch

AGREED by the Parties through their duly authorized representatives on the Effective Date

Evolution Benefits, Inc.

By:



Name:

Kevin L. Blank

Title:

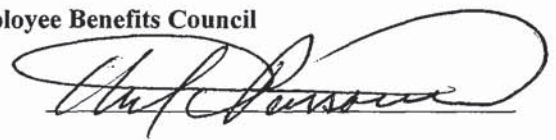
Executive V.P.

Date:

1/5/06

Employee Benefits Council

By:



Name:

Mitch Parsons

Title:

Executive Director

Date:

January 5, 2006

Appendix 1
EBC RESPONSIBILITIES

1. EBC and Client implementation. EBC will provide information, via Evolution's system, necessary to facilitate EBC and Client implementation. EBC shall provide Evolution with such information no later than fifteen (15) business days in advance of the desired Card production date. In addition, EBC will provide Plan Participant eligibility and annual election data no later than fifteen (15) business days prior to the proposed Client-specific Card effective date.
2. EBC/Evolution ongoing file interface activity. EBC will provide ongoing outbound eligibility, issuance, disbursement, and manual transaction and termination records, in accordance with a predefined schedule agreed to with Evolution.
3. Plan Participant Support. EBC will be responsible for all support services to Plan Participants, except as explicitly undertaken by Evolution pursuant to Appendix 2. In particular, EBC shall, upon notice that a Participant's Card has been lost or stolen, promptly turn such Card off and notify Evolution.
4. Funding. EBC will provide, or cause Clients to provide, all necessary and sufficient funding for benefits to permit Evolution to meet Bank requirements.
 - 4.1 EBC is responsible for providing funds for all payments made by means of the Card and all Card-related fees charged to Participants ("Card Payments").
 - 4.2 EBC will open and maintain one or more bank accounts at the Bank (each a "EBC Account") for purposes of providing the Bank a means to track funds to replenish Card Payments, and in connection therewith will sign any account holder agreement required by Bank. The EBC Account and the funds in it will belong to EBC or a Client (as EBC designates in each case.). EBC will be obligated to fund any negative balance.
 - 4.3 EBC will maintain a balance in the EBC Account in an amount required by the Bank ("Required Balance"). Provided EBC adheres to agreed upon replenishment guidelines (daily wire), Evolution will fund the Required Balance. Failure to adhere to said guidelines may result in EBC's need to fund the Required Balance. Based on this Bank requirement, Evolution will determine the amount required and will notify EBC if the required amount changes.
 - 4.4 Each business day, EBC will transfer to the EBC Account the amount of funds, if any, that represent prior day card activity. EBC will transfer that amount using a method agreed upon by EBC, Evolution and the Bank which will be in the form of a daily wire.
 - 4.5 If the actual balance in a EBC Account is less than the Required Balance, Evolution or the Bank will provide EBC with notice, so that EBC can correct the shortfall. If such balance deficiency is not cured within two (2) days of notice, Evolution may stop authorizing Card Payments and may suspend all services under this Agreement for the period of time the required amounts are not provided. In such case, Evolution can also elect to terminate this Agreement as set forth in Section 3.2.2. EBC will be responsible for all outstanding obligations relating to the EBC Account, including any Bank charges, penalties and interest in connection therewith.

Appendix 2
EVOLUTION RESPONSIBILITIES

1. Application set-up. Evolution will perform application level set-up activities, for EBC and Client, based on information received from EBC via Evolution's system.
2. File interface. Evolution will provide technical guidance and support to EBC in developing necessary file interfaces. Evolution will provide ongoing response, results and daily settlement files in accordance with the mutually agreed-upon production schedule. Evolution will receive and process ongoing issuance, disbursement, paper transaction and termination records.
3. Service to EBC. Evolution will provide EBC service support via a toll free number and e-mail address. Evolution will provide ongoing technical support for EBC technical staff telephonically and will train key EBC personnel, including customer service management and technical support personnel.
4. Reporting. Evolution will provide standard program-level daily reporting via an Evolution-designated FTP URL.
5. Participant Payments. Evolution will perform authorization and settlement of eligible Card Payments to all providers of qualified goods and services. This will include the maintenance of systems and software necessary to perform these functions. As part of this process, Evolution will interface with Evolution contracted Pharmacy Benefit Managers (PBMs) and perform auto-adjudication of pharmacy Card payment requests.
6. Website. Evolution will establish and maintain an educational and transactional website for use by EBC and Participants. The website will allow for lost and stolen Card processing and Card status changes.
7. Retrospective Review Support. Evolution will provide support for retrospective review of Card transactions, including:
 - 7.1 Identification of transactions for review
 - 7.2 Generation of a letter file
 - 7.3 A program to track outstanding requests
8. Account Activation. Evolution will establish and maintain an IVR and website to enable Participants to activate Cards.
9. Card Production and Distribution. Evolution shall provide and distribute the Cards, Card carrier and Cardholder agreement to each new Plan Participant.
10. Marketing Material. Evolution shall provide generic sales, enrollment and marketing material via website download, electronic files or hard copy. Evolution shall provide private label custom materials at EBC's request for an additional fee.
11. Required Balance. Provided EBC adheres to the funding guidelines and transfers to the Bank the amount of the prior day card activity, by daily wire, Evolution will fund the Required Balance.

Appendix 3
JOINT RESPONSIBILITIES

1. MARKETING AND SALES

- 1.1. Marketing Commitments. EBC shall make good faith efforts to market and sell Evolution's services to its existing and prospective clients. Evolution shall provide assistance to EBC in such marketing and sales efforts, as reasonably requested by EBC.
- 1.2. Review of Marketing Materials. Neither Party may release, disclose or otherwise disseminate to any third party or the public any marketing materials or other sales information of the other Party including, but not limited to, service documentation, service announcements or sales collateral, in any manner whatsoever, without the prior review and approval of the other Party. Such review shall be completed within five (5) business days.
- 1.3. The Parties may make descriptive references to the other Party's logo or other service marks in marketing or other material in the course of their sales and marketing efforts under this Agreement, and will supply the other Party with camera-ready artwork or logos.
- 1.4. EBC will comply with any payment association or bank requirements regarding review of marketing material and use of logos, designs and other trademarks. Nothing in this Agreement shall grant either Party any right, title, interest or license in the other Party's names, logos, designs or other trademarks.

2. DESIGNATED LIAISONS

Each Party will designate a lead individual or liaison responsible for coordinating the implementation efforts between the Parties. In addition, EBC will appoint liaisons for the areas of finance, operations, technology, and marketing/sales, to facilitate coordination between the Parties in these areas. In addition, each Party will designate a liaison for on-going coordination during this Agreement.

Appendix 4
Pricing and Payment Terms

Monthly Service Fee: Per Participant Per Month (PPPM) based on plan Participants on the twenty-fifth (25th) day of each month, for up to four accounts, including flexible spending accounts (FSA), qualified transportation accounts (QTA), health reimbursement accounts (HRA) and health savings accounts (HSA); provided, however, monthly service fees may be modified upon written mutual agreement between the Parties:

\$1.20 PPPM

The above pricing is conditioned on using the Card for a list of standard merchant category codes provided by Evolution from time to time. Evolution reserves the right to quote alternate pricing should a EBC wish to deviate from the standard code list.

Cardholder Fee: EBC may, but is not required to, charge an annual cardholder fee. Such fee, if charged, may not exceed \$10 per activated Participant and shall be split 50-50 between EBC and Evolution. The Cardholder fees, if any, will be electronically debited by Evolution from Participants' Plan accounts no earlier than the 15th day of the first month of the Plan year.

Changes to Pricing: Evolution may propose in writing at any time after the first term of this Agreement changes to pricing, and an effective date for such changes. If EBC does not object within thirty (30) days of notice of such proposed changes, the changes shall be deemed accepted by EBC, and shall be effective on the effective date proposed by Evolution.

Card Shut-Off: Evolution reserves the right to deactivate EBC Cards for failure to pay some or all of the fees contained in this Appendix 4 or failure to transfer funds pursuant to the terms of Appendix 1, Section 4. Should Evolution deactivate Cards for this reason, it reserves the right to notify Participants directly of this action if EBC has not done so within 24 hours of notice of deactivation. Upon such deactivation, a reactivation fee of \$1 per account will be charged, payable prior to reactivation.

Implementation Fee: One-time EBC implementation fee of \$3,000.

Additional, Replacement, Lost/Stolen Cards: A fee of \$10.00 per Card, electronically debited from Participant's Plan account.

Card Branding/Customization Fees: There will be a one-time private-label set-up fee of \$3,000 and a pass through of any incremental costs associated with a private-labeled card and/or communication materials. To be provided upon request.

APPENDIX 5
HIPAA OBLIGATIONS

A. General

1. Capitalized terms used, but not otherwise defined, in this Exhibit 5 shall have the same meanings as those terms in HIPAA.
2. The Parties agree to take such action as is necessary to amend this Appendix 5 from time to time as is necessary for Plans to comply with the requirements of HIPAA.

B. Obligations and Activities of Evolution

1. Evolution agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as Required By Law.
2. Evolution agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains or transmits on behalf of Plans.
3. Evolution agrees to report to EBC or an affected Plan any use or disclosure of PHI not provided for by this Agreement, and any Security Incidents of which it becomes aware.
4. Evolution agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Evolution on behalf of a Plan agrees to the same restrictions and conditions that apply through this Appendix 5 to Evolution with respect to such information.
5. Evolution agrees to provide access, at the request of EBC or a Plan, to PHI in a Designated Record Set to EBC or the Plan, or as directed by EBC or the Plan to an Individual, in order to meet the requirements under 45 CFR 164.524.
6. Evolution agrees to make any amendment(s) to PHI in a Designated Record Set that EBC or a Plan directs or agrees to pursuant to 45 CFR 164.526, at the request of EBC, the Plan or an Individual.
7. Evolution agrees to make internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Evolution on behalf of a Plan available to EBC or the Plan, or at the request of EBC or the Plan to the Secretary of the U.S. Department of Health and Human Services (“HHS”), for purposes of HHS determining the Plan’s compliance with HIPAA.
8. Evolution agrees to document such disclosures of PHI and information related to such disclosures as would be required for a Plan to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
9. Evolution agrees to provide to EBC, a Plan or an Individual information collected in accordance with Paragraph 8 above, to permit EBC or the Plan to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

C. Permitted Uses and Disclosures by Evolution

1. Evolution may use or disclose PHI on behalf of, or to provide services to, EBC or a Plan as specified in this Agreement, if such use or disclosure of PHI would not violate HIPAA if done by the Plan.
2. Evolution may use PHI i) for the proper management and administration of Evolution or to carry out the legal responsibilities of Evolution; and ii) to provide Data Aggregation services to a Plan as permitted by 42 CFR 164.504 (e) (2) (i) (B).

D. Obligations of Plan and EBC

1. The Plans or EBC shall provide Evolution with the notice of privacy practices that each Plan produces in accordance with 45 CFR 164.520, as well as any changes to such notices.
2. The Plans or EBC shall provide Evolution with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Evolution's permitted or required uses and disclosures.
3. The Plans or EBC shall notify Evolution of any restriction to the use or disclosure of PHI that each Plan has agreed to in accordance with 45 CFR 164.522.
4. The Plans or EBC shall not request Evolution to use or disclose PHI in any manner that would not be permissible under HIPAA if done by the Plans, except that Evolution may use and disclose PHI as specified in Section C, above.

E. Effect of Termination

1. Except as provided in Paragraph 2 of this section, upon termination of this Agreement for any reason, or termination of the services that EBC and Evolution provide to a Plan, Evolution shall return or destroy all PHI received from EBC or such Plan, or created or received by Evolution on behalf of such Plan and EBC. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Evolution. Evolution shall retain no copies of the PHI.
2. In the event that Evolution determines that returning or destroying the PHI is infeasible, Evolution shall extend the protections of this Appendix to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Evolution maintains such PHI.



22 Waterville Road
Avon, CT 06001
Phone: (860) 678-5560
Fax: (860) 676-8695
www.evolutionbenefits.com

January 10, 2006

Mr. Dan Melton
Employee Benefits Council
200 N. Harvey, Suite 1200
Oklahoma City, OK 73102

Re: Service and Joint Marketing Agreement (Contract)
State of Oklahoma Employee Benefits Council

Enclosed is a copy of an executed contract for your records as well as note from Brian Paradee, Account Manager. If you have any questions, Brian can be reach at 860-678-3420.

Thank you.

A handwritten signature in cursive script that reads "Anne Marie Kuchta".

Anne Marie Kuchta
Sales & Marketing

Enc.

AMENDMENT TO SERVICES AGREEMENT
By and between
State of Oklahoma Employee Benefits Council and Evolution1, Inc.
Dated June 29, 2015

This Amendment to Agreement (the "Amendment") is entered into and made effective as of the 29th day of June 2015 by and between State of Oklahoma Employee Benefits Council ("EBC") and Evolution1, Inc. (formerly Evolution Benefits, Inc.)("Evolution1"). Unless otherwise defined herein, capitalized terms shall have the meanings ascribed to them under Agreement defined below. EBC and Evolution1 may herein be referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, EBC and Evolution1, entered into the Services Agreement as of January 1, 2006;

WHEREAS, EBC and Evolution1 now desire to amend the Agreement in the following respects.


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

1. The foregoing recitals are true and correct.
2. The following phrase is hereby added to the beginning of Section 9.4 of the Services Agreement:
"To the extent permitted by Oklahoma law,"
3. This Amendment is made a part of the Agreement and incorporated therein by reference.
4. This Amendment may be executed in multiple counterparts, each of which constitutes an original.
5. Except as amended hereby, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the duly-authorized representatives of the Parties executed this Amendment below as of the date first written above.

STATE OF OKLAHOMA EMPLOYEE BENEFITS COUNCIL

EVOLUTION1, INC.

BY: 

BY: 

JIMMY TROTTER

Ryan S. VanOverbeke

PRINT NAME

PRINT NAME

ITS: _____

ITS: VP, Sales + Account Manager