

EXHIBIT 17

FIRST RESTATED
TAX SHARING AGREEMENT

THIS AGREEMENT, made effective as of January 1, 1997, is by and among UnitedHealth Group Incorporated, a Minnesota corporation (hereinafter called "UHG"), formerly known as United HealthCare Corporation, and each subsidiary included in its consolidated federal income tax return (hereinafter separately called "Member" and collectively called "Members"):

WHEREAS, UHG and Members are members of an "affiliated group" within the meaning of applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), of which affiliated group, UHG is the common parent corporation and Members are member corporations of which greater than or equal to 80% (or 50% for purposes of state unitary requirements) of the total voting power and value of their stock is owned, directly or indirectly, by UHG (UHG and Members are hereinafter collectively called the "UHG Group"; and

WHEREAS, the UHG Group has filed a consolidated federal income tax return ("Consolidated Tax Returns") since 1977 under the 1986 Code provisions and the applicable Regulations thereunder (the "Regulations") and is required to file Consolidated Tax Returns for years subsequent to such first year; and

WHEREAS, UHG and Members desire to establish a formal method for the allocation and payment of the federal, state and local income tax liabilities ("Consolidated Tax Liabilities") and the accounting therefore and the participation and cooperation by the UHG Group in coordinated tax planning and other matters relating to the Consolidated Tax Returns of the UHG Group and to preserve for each UHG Group member the economic privileges and rights which would have accrued to each of them from the filing of separate returns, however, subject to modification as set forth hereunder; and

WHEREAS, each member of the UHG Group has specifically delegated to UHG, by appropriate Board action, the authority to enter into, on their behalf and binding upon them in relevant part, a comprehensive tax sharing agreement, and each will, upon UHG's execution hereof, execute a copy of this Agreement to indicate their approval and willingness to be bound by the terms hereof.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, it is agreed as follows:

1. Consolidated Tax Return. A consolidated Tax Return shall be prepared and filed by the UHG Group for the taxable year ended December 31, 1997, and for each subsequent taxable year in respect of which this Agreement is in effect and for which the UHG Group is required or permitted to file a Consolidated Tax Return. UHG agrees to file such consents, elections and other documents and take such other actions as UHG deems necessary or appropriate to carry out the purpose of this paragraph 1. Each of the parties hereto agrees to cause its proper officers to execute all necessary documents, including but not limited to statements, elections, certificates and schedules to the Consolidated Tax Returns deemed necessary by UHG's tax advisors in order to carry out the intent of the provisions of applicable federal, state and local income tax law and regulations ("Tax Law") in effect from time to time.

2. Computation of Consolidated Tax Liabilities.

(a) Each Member shall pay UHG, at the times specified in paragraph 9 below, an amount equal to the full separate federal, state and local (if any) income tax liability attributable to the net taxable income of such Member that would have been paid if such Member had filed separate federal, state and local income tax returns.

(b) For the purpose of making the foregoing computations, the following principles and modifications shall apply:

(i) Any federal surtax exemption available to the UHG Group shall be allocated to UHG and the Members based upon the taxable income for such tax year produced by each member of the UHG Group. In the event any UHG Group member has a loss, for the purpose of allocating the surtax exemption for such tax year, such UHG Group member shall be deemed to have no federal taxable income.

(ii) To determine the separate federal, state and local tax liability of each member of the UHG Group, all income tax credits and adjustments to income tax credits, including but not limited to the investment credit, investment credit recapture, research and development credit and targeted jobs earning such credit, shall be allocated to the Member of the UHG Group earning such credit during the taxable year. However, such tax credits, determined on a separate return basis, will be given effect in determining the Members' income tax liability only to the extent such tax credits are availed of in reducing the Consolidated Tax Liability. Investment credit recapture shall reduce the investment credit carried forward in the case of retirement of investment property acquired in years for which the investment credit is carried forward in the computation of separate tax liability.

(iii) With respect to taxes paid to foreign countries or possessions of the United States, UHG shall have the option to elect whether or not a foreign tax credit shall be claimed or whether deductions shall be taken with respect to such taxes. Any such election made by UHG for consolidated return years shall be binding on each Member. However, such foreign tax credits, determined on a separate return basis, will be given effect in determining the Members' income tax liability only to the extent such tax credits are availed of in reducing the Consolidated Tax Liability.

(iv) The Members of the UHG Group that have items of tax preference shall be allocated a pro rata share of the annual preference exemption based on the ratio of the Member's total preferences to the total preferences for all Members.

(v) In computing taxable income of a Member of the UHG Group, dividends received by a Member of the UHG Group from another Member will qualify for the 100% dividend received deduction. The dividend received deduction attributable to other sources shall be allowed consistent with applicable provisions of the Tax Law pertaining to corporations filing separate returns.

(vi) A determination of ordinary income or short or long term capital gains or losses shall be made on a separate corporation basis.

(vii) Contributions are limited to the lesser of contributions or 10% of separate company taxable income before contributions.

3. Treatment of Member Losses and Credits. To the extent a Member's net operating loss or capital loss, or loss carried forward or a loss carried back, or credit, is utilized on a consolidated return, such Member "loss corporation" shall be entitled to receive from UnitedHealth Group Incorporated the amount of tax savings the group realizes in that year for the use of the loss or credit, consistent with income tax regulation 1.1502-33(d)(3) (using a fixed percentage of 100%). Any portion of such loss or credit not so utilized shall be recorded in the memorandum account for future use by the loss corporation in accordance with this agreement.

4. Treatment of Stock Options. To the extent a Member realizes a federal or state tax benefit associated with an employee exercising UHG stock options, such benefit shall be reimbursed to UnitedHealth Group Incorporated.

5. Carryback/Carryover of Net Operating Loss. If part or all of an unused consolidated net operating loss or tax credit is allocated to a Member of the UHG Group pursuant to Regulations Section 1.1502-79, and it is carried back or carried forward to a year in which such Member filed a separate income tax return or a consolidated federal income tax return with another affiliated group, any refund or reduction in tax liability arising from the carryback or carryforward shall be retained by such Member or other affiliated group. Notwithstanding the foregoing, UHG shall determine whether an election shall be made not to carryback any consolidated net operating loss arising in a consolidated return year (including any portion allocated to a Member under Regulations Section 1.1502-79) in accordance with Section 172(b)(3).

6. Governing Tax Principles. Regarding the application of the allocation method in paragraphs 2, 3 and 5 of this Agreement, the following principles will govern:

(a) Allocations of the Consolidated Tax Liability for the UHG Group under Regulations Section 1.1552-1(a) shall (in accordance with Regulations section 1.1552-1(b)(2)), in the amount allocated to each Member, (i) decrease the earnings and profits of such Member and (ii) be treated as a liability of such Member for such amount.

(b) Allocations under this tax sharing agreement (see paragraphs 2, 3 and 5 of this Agreement) to individual Members of the UHG Group will not create liabilities and receivables among such Members under the principles of Regulations Section 1.1552-1(b)(2), Revenue Ruling 73-605 and Revenue Ruling 76-302 but rather will be regarded as distributions with respect to stock, contributions to capital, or combinations thereof.

7. Agent for Payment of Taxes. UHG shall have the responsibility and authority to act as the agent for each Member in making tax payments due the IRS, state and local governmental authorities as well as collecting refunds due from such tax authorities.

8. Member Liabilities. Each Member hereby agrees to pay to UHG, for each tax year for which this Agreement is applicable to such Member, the portion of the Consolidated Tax Liabilities attributable to such Member as determined in accordance with paragraphs 2, 3 and 5 above.

9. Payment of Tax.

(a) The payment of the amount determined in accordance with paragraphs 2, 3 and 5 as quarterly federal tax estimates shall be paid by each Member to UHG during each year of this agreement as follows: first quarter on April 15, second quarter on June 15, third quarter on September 15 and fourth quarter on December 15. These payments shall be calculated according to the IRS large corporation estimated tax payment rules. Upon UHG's final calculation of the annual tax provision each Member shall pay any remaining balance to UHG on March 15 of the following year.

(b) Upon the filing of the federal Consolidated Tax Return with the IRS for each year, UHG shall compute the underpayment or overpayment of taxes as determined under paragraphs 2, 3 and 5 of this Agreement for each Member. UHG shall, within sixty (60) days after filing the return, refund to the applicable Member(s) any overpayment. Any underpayment of tax shall be due and payable by the applicable Member(s) to UHG within sixty (60) days of receiving notice from UHG as to the amount due.

10. Tax Adjustments Resulting From Audits.

(a) In the event the Consolidated Tax Liabilities of the Members are subsequently adjusted by the applicable governmental authority or by judicial decision made final by appeal or lapse of time for appeal ("Judicial Decision"), the allocations as determined hereinabove shall be adjusted accordingly, and if additional payment is required to conform to such reallocation, such payment shall be made by the applicable Member(s) to UHG within thirty (30) days after receiving notice from UHG of the amount due. If a refund is received and funds are to be disbursed by reason of such refund, UHG shall take such action within thirty (30) days after receipt of such refund.

(b) If the adjustment results in a refund of tax for a Member, UHG shall pay to such Member the refund and associated interest calculated in the same manner as calculated by the Tax Authority. A Member shall be entitled to a refund only if it is a Member of the UHG Consolidated Group at the time the refund is received by UHG from the Tax Authority.

(c) If the adjustment results in additional tax for a Member, it shall pay to UHG the tax and associated interest calculated in the same manner as calculated by the Tax Authority. Any penalty shall be allocated among the Members by UHG with reference to the best interests of the Consolidated Group as a whole and not necessarily with respect to the individual issues which generated the penalty.

11. Examination of Return. The following additional provisions shall apply in the event of any examination of a Consolidated Tax Return by a Tax Authority.

(a) UHG shall have the responsibility for coordinating all tax examinations for the UHG Group. All expenses of the examination and of defending any adjustments or proposed adjustments which are directly identifiable with a Member shall be billed by UHG to such Member. All costs and expenses not specifically identifiable with a Member shall be allocated upon the basis UHG deems just and proper in view of all applicable circumstances. These expenses will include both internal costs (UHG Tax and Legal Department) as well as external costs (accountants, tax advisors, legal counsel).

(b) Each Member will inform UHG promptly of all questions raised by such agents conducting an examination of Consolidated Tax Returns and shall cooperate with UHG's accountants, tax advisors and legal counsel in working with such agents in response to proposed adjustments.

(c) Any adjustment to a Member's tax liability arising out of an examination by a Tax Authority shall be computed on the basis of agreements reached by UHG and such Tax Authority or on the basis of a Judicial Decision. Settlements agreed to by UHG will be made with reference to the best interests of the Consolidated Group as a whole and not necessarily with respect to the merits of individual issues.

(d) Each Member hereby waives any and all present and future claims against UHG relating to any compromise, arrangement or other agreement between UHG and such Tax Authority based upon an allegation that such compromise, arrangement or agreement improperly causes an overstatement of its tax liability to UHG or that any Member could have reached a more favorable agreement with such Tax Authority on a separate company basis, unless such overstatement results from gross negligence or fraudulent conduct on the part of UHG, its agents or representatives.

12. Furnishing of Tax Information to UHG. UHG shall deliver to each Member on or before December 31 of each year a tax workpaper package requesting information and documentation deemed necessary by UHG for the completion of a separate company tax return for each Member. Each Member shall deliver the requested information to the UHG Tax Department on or before February 28 of the subsequent year.

13. New Members. Any subsidiary of UHG which becomes a controlled corporation required to join in the Consolidated Tax Return with UHG shall sign a master copy of this Agreement which will be maintained by UHG.

14. Term. This Agreement shall remain in effect so long as the Members qualify as Members of the UHG Group under applicable Tax Law, or unless terminated by agreement signed by the parties to this Agreement. Any termination of this Agreement shall not in any way affect the Consolidated Tax Liabilities or Consolidated Tax Returns pertaining to the period of time before such termination or any obligation of either party with respect to adjustments to such Consolidated Tax Liabilities or Consolidated Tax Returns. Any termination of this Agreement with respect to an individual Member shall not in any way affect the remaining parties to this Agreement.

15. Amendments. Each Member agrees that UHG shall have the unilateral authority to make any necessary alterations or amendments to this Agreement to comply with any changes or amendments in the Tax Law. The parties hereto consent to the application of all provisions of the Tax Law relating to the filing of Consolidated Tax Returns. Subject to the right of UHG to modify the provisions of this Agreement for purposes of conforming with applicable law or regulations relating to Consolidated Tax Returns, all other alterations, modifications and amendments of this Agreement shall be in writing and signed by all parties.

16. Successors. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns; however, no assignment shall relieve any party of its obligations hereunder without the written consent of all other parties.

17. Notice. Every notice, request, or statement provided for or required hereinabove shall be in writing, directed to the party to whom given, made or delivered at such party's post office address or such other address from time to time designated as the address for receipt of notice and shall be deemed properly given if sent postage prepaid, first class mail.

18. Subsidiaries. Any subsidiary of a Member or UHG which is an includable corporation in the UHG Group shall be subject to this Agreement, and all references to Members or UHG herein shall be interpreted to refer to Members and their subsidiaries or UHG and its subsidiaries, as a group.

19. Unitary, Combined or Consolidated State, Local or Foreign Returns. In the event UHG or any other Members of the UHG Group elect to or are required to file unitary, combined or consolidated state, local or foreign income tax returns, the provisions of this Agreement shall be applicable to the amount of tax liabilities and time of payment of such liabilities between the Members and UHG. The time of payment may vary from jurisdiction to jurisdiction. Payment dates will be established upon the basis UHG deems just and proper in view of all applicable circumstances.

20. Other Agreements. This Agreement supersedes all other agreements between UHG and the Members pertaining to Consolidated Tax Returns and Consolidated Tax Liabilities.

21. State Law. This Agreement shall be governed by the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the dates indicated below to be effective as of the dates indicated below.

UnitedHealth Group Incorporated

By _____
Its Vice President of Tax
Date _____

By executing a copy of this agreement, the undersigned, acknowledges and accepts the terms and conditions of the above Agreement and the undersigned agrees to perform in accordance herewith and be bound hereby to the extent applicable to such entity. The undersigned represents and warrants that all necessary corporate and/or Board action has been taken to authorize UHG to enter into and perform under this Agreement on its behalf.

(Name of Company)

By _____

Its _____

Date Signed _____

Date Effective _____