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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street – Room 100
Concord, New Hampshire 03301
(603) 271-3201 | Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

June 29, 2023

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Administrative Services (DAS), Division of Risk and Benefits to enter into a fully-insured group Medicare Advantage with a prescription drug (MA-PD) plan agreement with Anthem Health Plans of New Hampshire, Inc., d/b/a Anthem Blue Cross and Blue Shield (Anthem) (VC# 177335), Manchester, NH 03101-2000, for members covered under the State's Medicare-eligible Retiree Health Benefit Plan (HBP) in an amount not to exceed $69,388,000, effective upon Governor and Council approval for the period of January 1, 2024 through December 31, 2026, with an option to extend for up to two additional years. **Approximately 48% General Funds, 3% Enterprise Funds, 13% Highway Funds, 1% Turnpike Funds and 35% Other Funds.**

Funding is available in the Employee Benefit Risk Management Fund contingent upon availability and continued appropriations for all fiscal years with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

MEDICARE ADVANTAGE with PRESCRIPTION DRUG PLAN (MA-PD)

Fully-Insured Plan Costs	SFY2024	SFY2025	SFY2026	SFY2027
01-14-14-140560-66500000 102-500653 14FINO-J	$11,335,000	$22,876,000	$23,359,000	$11,818,000
FISCAL YEAR TOTALS	$11,335,000	$22,876,000	$23,359,000	$11,818,000
GRAND TOTAL				$69,388,000

EXPLANATION

The DAS Commissioner is authorized, pursuant to RSA 21-I:28, to enter into contracts with "any organization necessary to administer and provide a health plan." DAS currently contracts with Aetna Life Insurance Company (Aetna) (item #78, August 5, 2020) to provide a fully-insured group Medicare Advantage plan (MA plan) offering medical-only coverage for Medicare eligible retirees, spouses, and eligible dependents in accordance with the provisions of RSA 21-I:30. The Aetna group MA plan contract expires on December 31, 2023. In addition, the State currently contracts with Express Scripts, Inc. (ESI) (tabled item #89, October 13, 2021) to provide prescription drug coverage for active employees and retirees and their families, including a self-funded, Medicare prescription drug (Medicare Part D) plan through an Employee Group Waiver Plan (EGWP). The ESI contract expires on December 31, 2024, which includes a provision for the State to terminate the EGWP plan at any time during the contract term if the State determines it to be in its best interest to do so with no impact on pricing conditions.

DAS, with the assistance of its health benefits consultant, the Segal Group (Segal), issued a Request for Proposal (RFP) for the administration of the State of New Hampshire's fully-insured retiree Medicare Advantage plan. DAS instructed the bidders to provide two separate quotes, one for a fully-insured, medical-only, group MA plan (herein referred to as the MA plan) and one for a fully-insured group MA plan that also includes a fully-insured, group Medicare Part D, prescription drug plan (herein referred to as the MA-PD plan) on February 24, 2023. DAS published notice of this RFP on the DAS Division of Procurement and Support Services website. All major national Medicare Advantage plan carriers with passive PPO networks in NH were contacted, including Aetna, Anthem, UnitedHealthcare (UHC) and Humana.

In the group insurance marketplace, if 51% of a group MA plan's membership lives in the network service area, i.e., NH, the carrier may offer a "passive PPO". This means that members receive the same level of benefits regardless of whether they use an in-network or out-of-network provider, as long as the provider accepts Medicare. Since there are State retirees residing in states across the country, a passive PPO enables them to have the flexibility to see in- and/or out-of-network providers nationwide. On April 21, 2023, DAS received proposals from all four major carriers referenced above and each carrier has a large in-network provider presence nationwide. No other bidders responded to the RFP. DAS evaluated and scored proposals for the MA plan and MA-PD plan.

The total possible score for the MA plan is 100-points which is divided evenly with 50 points for the financial and 50 points for the non-financial components. The non-financial component further breaks down into the following categories: Network Match and Access (15%), Performance Guarantees (5%), Administrative, Member, and Claim Paying Services (9%), Data Reporting and Revenue Maximization (6%), Enrollment, Implementation, and Communication (9%), Medical Management and Member Case Management (6%).

The total possible score for the MA-PD plan is 120-points which is divided evenly with 60 points for the financial and 60 points for the non-financial components to account for the addition of the prescription drug formulary and clinical program management. The non-financial component further breaks down into the following categories: Network Match and Access (18%), Performance Guarantees (5%), Administrative, Member, and Claim Paying Services (9%), Data Reporting and Revenue Maximization (6%), Enrollment, Implementation, and Communication

(9%), Medical Management, Member Case Management (6%) and Rx formulary and clinical program management (7%).

The first RFP bid request continues the Medicare-eligible Retiree Health Benefit Plan (HBP) as it is today with a fully-insured medical-only group MA plan. The Medicare Part D prescription drug coverage would remain as it is today through a separate contract for a self-funded pharmacy benefit management third-party administrator, currently with ESI. Aetna's MA plan proposal ranked first with a total score of 97.8 out of 100 points. Aetna's quote continues their current $0 per member per month (PMPM) rate guarantee for the three-year term. Anthem ranked competitively in second place at 96.7 total points, with a matched $0 PMPM rate guarantee over the three-year term. However, Aetna's non-financial response was stronger, specific to performance guarantees and medical management. Because the total projected costs for the two remaining carriers, UHC and Humana, exceeded the threshold of 25% higher cost than the lowest cost proposal, they were both received zero (0) points for their financial scores.

The second RFP bid request consolidates the self-funded Medicare prescription drug benefits with the group MA plan under one fully-insured group MA-PD plan. Anthem's proposal ranked first with a total score of 115.6 out of 120 points with a projected total cost that is approximately $6M lower than Humana (99.5 point) as the second lowest cost proposal at over the three-year term. The third and fourth place carriers were Aetna (92.8 points) and UHC (56.3 points), respectively. UHC's cost proposal exceeded the 25% cost threshold resulting in zero (0) points for their financial score. All four carriers were competitive for the non-financial components.

In order for DAS to determine if it was in the best interest of the State to consolidate the medical and prescription drug benefits into one fully-insured group MA-PD plan, it was necessary to calculate the PMPM rate for the final (CY2024) year of the current ESI Medicare Part D contract term and add it to the highest scoring medical-only group MA response from Aetna. In doing so, DAS estimated that the CY2024 PMPM rate to maintain the self-funded EGWP plan with ESI would cost approximately $190 PMPM, plus Aetna's medical-only group MA plan PMPM rate of $0, for a total of $190 PMPM.

In comparison, if the State transitioned to the consolidated fully-insured group MA-PD plan, Anthem's estimated PMPM premium rate is $169 PMPM. In total, DAS estimates that by transitioning to the MA-PD plan, the State will save approximately $2.5M in CY2024. The savings projections for CY2025 and CY2026 will vary based on trend and the uncertainty of the Centers for Medicare and Medicaid Services (CMS) potential funding changes pursuant to the Inflation Reduction Act of 2022 (IRA). All four bidder responses contained caveats to renegotiate proposed rates if federal changes are too significant to sustain existing rates.

The implementation and consolidation into the one fully-insured MA-PD plan requires DAS to transition over 11,000 State Medicare-eligible retirees and spouses from their current medical and pharmacy benefits to their new MA-PD by October 2023 in order to comply with all CMS notification and enrollment requirements. As with any change, there is expected to be member disruption.

However, due to the nature of the nationwide passive PPO, Anthem can provide retirees with the same network access to the providers who accept Medicare that they use today. Retirees should not have to change doctors and should not experience any increase in out-of-pocket costs. In addition, many of our retirees were Retiree Health Benefit Plan members in 2019 and 2020 when Anthem administered the state's first fully-insured Medicare Advantage Plan. Retirees are still subject to the Medicare Part B deductible established by CMS on an annual basis just as they are today. There is also expected to be minimal member disruption when transitioning prescriptions from Express Scripts to Anthem. The most notable difference retirees should expect is to change from two member ID cards in their wallets for medical and prescription drug benefits to only one member ID card for both benefit plans.

The approval of this contract will continue to support DAS' work to contain healthcare costs. Since the inception of the fully-insured, group MA plan in 2019, the State achieved approximately $59.5M in savings. The initial implementation of the fully-insured Anthem group MA plan (medical-only) in 2019 and 2020 totaled approximately $11.8M in savings. In 2021 through 2023, DAS transitioned to Aetna's fully-insured, group MA plan with a three-year $0 PMPM rate guarantee adding approximately $45.2M to the State's savings. As stated above, by consolidating the Medicare Part D prescription drug plan into the fully-insured group MA-PD plan, DAS is projecting to add an estimated $2.5M to the State's savings from the first year of the three-year contract term.

Containing health care costs is important not just to the state but to our retirees who pay a percentage of the monthly premium cost, as well as copays and other out of pocket costs. In short, when the state saves money, our retirees save money. Anthem's MA-PD plan also provides members access to additional benefits above and beyond the benefits offered through the State's required plan design for the Medicare Retiree Health Benefit Plan. Examples of those additional benefits include fitness discounts through the Silver Sneakers program and additional pharmacy copayment discounts if retirees choose to use a pharmacy in Anthem's Preferred Pharmacy network.

DAS is confident that Anthem's fully-insured group MA-PD plan will provide State of New Hampshire retirees and spouses the same level of coverage and service they have become accustomed to over the years. In addition to the quality and performance measures that CMS requires and monitors, DAS negotiated contractual performance guarantees and quality indicators to manage vendor performance. DAS looks forward to developing a renewed MA-PD partnership with Anthem over the next three years. Based on the foregoing, I am respectfully recommending approval of the agreement with Anthem Health Plans of New Hampshire, Inc.

Respectfully submitted,

Charles M. Arlinghaus
Commissioner
Administrative Services

Scoring Summary
Overall Results – MA (Medical Only)

MA (Medical Only)									
Category	Allocated Points	Aetna		Anthem		Humana		UHC	
		Percent	Points	Percent	Points	Percent	Points	Percent	Points
Financial	50	100%	50.0	100%	50.0	0%	0.0	0%	0.0
Network Match and Access	15	99%	14.9	99%	14.8	97%	14.5	99%	14.8
Performance Guarantees	5	89%	4.5	72%	3.6	100%	5.0	82%	4.1
Administrative, Member, & Claim Paying Services	9	93%	8.4	94%	8.5	92%	8.3	92%	8.3
Data Reporting & Revenue Maximization	6	88%	5.3	93%	5.6	97%	5.8	85%	5.1
Enrollment, Implementation, & Communication	9	98%	8.8	97%	8.7	98%	8.8	98%	8.8
Medical Management & Member Case Management	6	100%	6.0	90%	5.4	93%	5.6	100%	6.0
Total Score*	100	97.8		96.7		48.0		47.1	
Total Rank		[1]		[2]		[3]		[4]	

* The sum of category scores may not tie back to total score due to rounding.

Scoring Summary
Overall Results – MAPD (Medical and Prescription Drug)

MAPD (Medical and Prescription Drug)									
Category	Allocated Points	Aetna		Anthem		Humana		UHC	
		Percent	Points	Percent	Points	Percent	Points	Percent	Points
Financial	60	59%	35.4	100%	60.0	70%	41.9	0%	0.0
Network Match and Access	18	99%	17.7	98%	17.6	97%	17.4	98%	17.6
Performance Guarantees	5	89%	4.5	72%	3.6	100%	5.0	82%	4.1
Administrative, Member, & Claim Paying Services	9	93%	8.4	94%	8.5	92%	8.3	92%	8.3
Data Reporting & Revenue Maximization	6	88%	5.3	93%	5.6	97%	5.8	85%	5.1
Enrollment, Implementation, & Communication	9	98%	8.8	97%	8.7	98%	8.8	98%	8.8
Medical Management & Member Case Management	6	100%	6.0	90%	5.4	93%	5.6	100%	6.0
Rx Formulary and Clinical Program Management	7	96%	6.7	88%	6.2	96%	6.7	92%	6.4
Total Score*	120	92.8		115.6		99.5		56.3	
Total Rank		[3]		[1]		[2]		[4]	

* The sum of category scores may not tie back to total score due to rounding.

Scoring Summary - Financial Analysis

Total Projected Cost – MA and MAPD

MA (Medical Only)	Proposals			
	Aetna	Anthem	Humana	UHC
Fully Insured Premium				
Year 1 - Calendar Year 2024	$0	$0	$3,311,000	$8,330,000
Year 2 - Calendar Year 2025	$0	$0	$3,659,000	$8,970,000
Year 3 - Calendar Year 2026	$0	$0	$4,369,000	$9,611,000
Total Projected 3-Year Costs	$0	$0	$11,339,000	$26,911,000
Difference from Lowest Cost Proposal - $	$0	$0	$11,339,000	$26,911,000
Difference from Lowest Cost Proposal - %	0.0%	0.0%	> 25%	> 25%
Financial Score *	50.0	50.0	0.0	0.0
Financial Rank	1	1	3	4

MAPD (Medical and Prescription drug)	Proposals			
	Aetna	Anthem	Humana	UHC
Fully Insured Premium				
Year 1 - Calendar Year 2024	$22,400,000	$21,657,000	$22,535,000	$35,625,000
Year 2 - Calendar Year 2025	$24,322,000	$21,657,000	$23,706,000	$39,470,000
Year 3 - Calendar Year 2026	$26,245,000	$21,657,000	$24,598,000	$43,314,000
Total Projected 3-Year Costs	$72,967,000	$64,971,000	$70,839,000	$118,409,000
Difference from Lowest Cost Proposal - $	$7,996,000	$0	$5,868,000	$53,438,000
Difference from Lowest Cost Proposal - %	12.3%	0.0%	9.0%	82.2%
Financial Score *	35.4	60.0	41.9	0.0
Financial Rank	3	1	2	4

*** The most competitive proposal's Financial Score equals 60 points. All other financial proposals will be scored on a sliding scale where the bidder's score will be reduced by 2 point for every percentage point it is higher than the lowest cost proposal. Proposals with costs 25% higher than the lowest cost proposal receive a Financial Score of zero (0).**

Segal

FULLY INSURED MEDICARE ADVANTAGE GROUP AGREEMENT
BETWEEN THE STATE OF NEW HAMPSHIRE, AND
ANTHEM HEALTH PLANS OF NEW HAMPSHIRE, INC.

Table of Contents

Subject: **Medicare Advantage Plan Administration**

FORM NUMBER P-37 (version 2/23/2023)

Notice: The Agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address 25 Capitol Street, Concord, NH 03301	
1.3 Contractor Name Anthem Health Plans of New Hampshire, Inc. d/b/a Anthem Blue Cross and Blue Shield		1.4 Contractor Address 1155 Elm Street, Suite 200 Manchester, NH 03101-2000	
1.5 Contractor Phone Number 603-541-2000	1.6 Account Unit and Class 01-14-14-140560-66500000	1.7 Completion Date December 31, 2026	1.8 Price Limitation $69,388,000.
1.9 Contracting Officer for State Agency Joyce I. Pitman, Director of Risk and Benefits		1.10 State Agency Telephone Number (603) 271-3080	
1.11 Contractor Signature Maria M. Proulx Date: 6/22/23		1.12 Name and Title of Contractor Signatory Maria M. Proulx, President	
1.13 State Agency Signature Date: 6/29/23		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Christen Lavers On: 6/29/23			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials MMP
Date 6/22/23

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUALEMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

Contractor Initials MMF
Date 6/22/23

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.
9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.
9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.
10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE.
In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.
12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.
12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.
12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less

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than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter.

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EXHIBIT A - SPECIAL PROVISIONS

The State and Contractor agree to the following modifications, deletions and additions to the general provisions (Form P-37) in the Agreement between the State and Contractor for the group Medicare Advantage PPO plan:

1. Section 6.4 is hereby deleted in its entirety and replaced with the following:

The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts, subject to the requirements and limitations of the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), for the purpose of ascertaining compliance with the Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of the Agreement.

2. Section 8.2.1 is hereby deleted in its entirety and replaced with the following:

give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate the Agreement by providing written notice of termination, effective thirty (30) calendar days after giving the Contractor such notice of termination.

3. Section 9.1 is hereby deleted in its entirety and replaced with the following:

Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by sixty (60) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

4. Section 9.2 is hereby amended by adding, after 9.2.2, sections 9.2.3, which shall read as follows:

9.2.3 In the event Anthem decides, in its sole discretion, to discontinue offering a particular Medicare Advantage and/or prescription drug product, Anthem has the right to terminate such product as permitted by applicable law, by giving written notice of termination of the Agreement to the State at least one hundred and eighty (180) days before the effective date of termination.

5. Section 10.2 is hereby deleted in its entirety and replaced with the following:

All data and any Property which has been received from the State or purchased with funds provided for that purpose under the Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of the Agreement for any reason, subject to, but not to exceed, applicable record retention laws.

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6. Section 12.3 is hereby deleted in its entirety and replaced with the following:

Contractor may perform certain services hereunder through one or more of its subsidiaries, affiliates or subcontractors. However, performance of such services by subcontractors, affiliates or subsidiaries shall require prior written notice to and consent of the State, which shall not be unreasonably withheld. A list of current subcontractors and affiliates performing such services is attached hereto as Appendix IV and constitutes such written notice and consent of the State of those subcontractors or affiliates. Contractor may, without prior written notice or consent, contract with third-party vendors for ancillary services which are not direct member-facing services but that support Contractor's conduct of its general business operations, including but not limited to information technology support services, photocopying, shredding, actuarial, legal, or accounting services. Contractor shall be accountable for the performance of all subsidiaries, affiliates, partner networks and subcontractors and shall be responsible for all performance guarantee penalties that may result from underperformance of the subsidiary, affiliate and/or subcontractor.

7. Section 12.4 is hereby deleted in its entirety and replaced with the following:

The State is entitled to copies of relevant portions of subcontracts and assignment agreements, subject to mutually agreeable redactions of confidential and proprietary information, and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

8. Section 14.1 is hereby amended by deleting "and shall require any subcontractor or assignee to obtain and maintain in force".

9. Section 14.1 is further amended by adding, after 14.1.2, section 14.1.3 which shall read:

Contractor's subcontractors are subject to substantially similar requirements as set forth herein for Contractor and commensurate with the service provided by the subcontractor.

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EXHIBIT B - SCOPE OF SERVICES

This Fully Insured Medicare Advantage Group Agreement (as defined in Article A2 below, the "Agreement") is entered into by and between the State of New Hampshire (hereinafter "State"), and Anthem Health Plans of New Hampshire, Inc. Anthem Health Plans of New Hampshire, Inc. sponsors the Senior Rx Plus non-Medicare supplemental prescription drug benefits plan (hereinafter "Senior Rx Plus Plan"). Anthem Insurance Companies, Inc., an affiliate of Anthem Health Plans of New Hampshire, Inc., sponsors the Anthem Medicare Preferred (PPO) Medicare Advantage with Prescription Drug Plan (hereinafter "MAPD Plan"). Anthem Health Plans of New Hampshire, Inc. and Anthem Insurance Companies, Inc. collectively do business as Anthem Blue Cross and Blue Shield (hereinafter "Anthem").

This Anthem Medicare Preferred (PPO) Medicare Advantage Group Exhibit (hereinafter "Exhibit") to the Agreement sets forth the obligations of the State, Anthem Insurance Companies, Inc., with respect to Section A of the Scope of Services below, and Anthem Health Plans of New Hampshire, Inc., with respect to Section B of the Scope of Services below. The Agreement is effective upon Governor and Executive Council approval (hereinafter "Effective Date"), with an Agreement Period commencing on January 1, 2024 and ending on December 31, 2026 with the option to extend for up to two additional years as mutually agreed by the parties and approved by the Governor and Executive Council (G&C). Anthem and State each are sometimes referred to herein as a "Party" and collectively as the "Parties."

SECTION A – MAPD PLAN

ARTICLE A1 - PURPOSE

State has requested Anthem to provide health insurance coverage to its eligible retirees and other eligible individuals as described in this Exhibit. Anthem's standard operating procedures, as they may be amended from time to time, will be used in the performance of services specified in this Exhibit and the provision of benefits described in the Evidence of Coverage. In the event of a conflict between the standard operating procedures and the Agreement, the Agreement shall control.

Anthem shall administer this MAPD Plan consistent with applicable State law and eligibility guidelines, subject to the provisions of Article A19, paragraph N below. The MAPD Plan will be administered as a "Medicare Passive PPO" with integrated prescription drug coverage, as defined below.

ARTICLE A2 - DEFINITIONS

In this Exhibit, the following terms will have the meanings set forth below. Capitalized terms used in this Exhibit that are not defined below are defined in the Evidence of Coverage.

Agreement. The following documents will constitute the entire Agreement between the Parties: The State of New Hampshire General Terms and Conditions (Form Number P-37), Exhibit A, Exhibit B, Exhibit C, and Appendix I - IV. In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) Form Number P-37 as modified by Exhibit A "Special Provisions,", (2) Exhibit B "Scope of Services," (3) Exhibit C "Pricing and Payment Terms," and Appendix I - IV.

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Agreement Period. The period beginning at 12:00 a.m. on January 1, 2024, and ending at 11:59 p.m. on December 31, 2026 (local time at the State's address) unless otherwise terminated pursuant to the termination provisions herein. The Agreement Period shall also include the possibility of extension as described above.

Application. Any mutually agreed upon enrollment mechanism, including, without limitation, paper applications provided by Members or State and spreadsheets or electronic enrollment files.

CMS. Centers for Medicare & Medicaid Services, a federal agency within the United States Department of Health and Human Services.

Covered Service. Any hospital, medical, prescription or other health care service rendered to Members for which benefits are provided pursuant to the Evidence of Coverage.

Creditable Coverage. Prescription drug coverage is creditable if the actuarial value of the coverage equals or exceeds the actuarial value of standard Medicare prescription drug coverage, as demonstrated through the use of generally accepted actuarial principles and in accordance with CMS actuarial guidelines.

Eligible Individual(s). Members eligible to be covered under the Agreement shall be as specified in applicable State law and eligibility guidelines, subject to the provisions of Article A19, paragraph N below, CMS requirements, this Exhibit, and the Evidence of Coverage.

Evidence of Coverage. The Evidence of Coverage document (hereinafter "EOC") is provided to Members and any endorsements or riders thereto which defines those Covered Services and benefits available to Members under the Agreement. The EOC also defines the rights and responsibilities of the Member and the MAPD Plan.

Grace Period. The period specified in Section 7.D hereof for payment by State of premiums and other charges.

Late Enrollment Penalty. A penalty amount imposed by CMS and added to a Member's monthly premium if the Member has gone without Medicare Part D Prescription Drug Coverage or other Creditable Coverage for a continuous period of 63 days or more before enrolling in the Part D Plan.

Low-Income Subsidy. A Medicare subsidy program to assist Eligible Individuals with limited income and resources to pay Medicare prescription drug program costs.

Mandates. Mandates means applicable laws, regulations and government requirements in effect during the terms of the Agreement including, without limitation, applicable Medicare laws, regulations and CMS requirements (including CMS manuals, memo guidance and other directives).

Medicare Passive PPO. A Medicare Passive PPO Plan is a type of Medicare Advantage Plan (Medicare Part C) offered by a private insurance company in which the plan design is the same for both in and out-of-network providers. As long as the provider accepts Medicare, a member will receive the same level of coverage regardless of whether the provider participates in the Plan's network.

Member. A Medicare beneficiary who (i) who is eligible to receive Covered Services, (ii) who has enrolled in the MAPD Plan, and (iii) whose enrollment has been confirmed by CMS.

Prescription Drug Coverage. Prescription drug benefits offered through the MAPD Plan that provide Medicare Part D Prescription Drug Coverage, which helps pay for certain outpatient prescription drugs, vaccines, biologicals, and some supplies not covered by Medicare Part A or Part B, combined with non-Medicare prescription drug coverage that supplements the Part D coverage.

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Provider. A duly licensed physician, health professional, hospital, pharmacy or other individual, organization and/or facility that provides health services or supplies within the scope of an applicable license and/or certification and meets any other requirements set forth in the Evidence of Coverage.

ARTICLE A3 - IMPLEMENTATION

3.A Implementation services will commence upon the Effective Date of the Agreement. However, payment under the Agreement shall not commence until the start of the Agreement Period. Parties agree to collaborate and establish protocols and processes for managing MAPD Plan services.

3.B Anthem will develop a detailed implementation plan that will contain tasks to be completed by Anthem and/or State and a timeframe for completion of each task. The implementation plan will also contain measurement periods specific to each task. The implementation plan will be modified as necessary, as mutually agreed by the Parties.

3.C The implementation plan shall include a process for the Parties to mutually agree to all administrative forms including those related to enrollment, changes and terminations, to the extent allowed under CMS regulations.

3.D Anthem agrees to provide a total allowance of $250,000 to be used for both implementation and audit allowances. The stipulations of these allowances are included in Exhibit C – Pricing and Payment Terms.

ARTICLE A4 - ELIGIBILITY AND ENROLLMENT

4.A Only Eligible Individuals may be enrolled in the MAPD Plan, per specified eligibility rules established by the State. The MAPD Plan shall cover all eligible current and future individuals, including disabled members under age 65 and members with end-stage renal disease (ESRD), that would be covered under the current Medicare retiree medical and prescription drug benefit plans, subject to CMS guidelines.

4.B Enrollment. The State shall offer enrollment in the MAPD Plan in compliance with all applicable Mandates as follows:

i The State shall enable all eligible individuals to enroll in the MAPD Plan within 31 days of becoming eligible to receive coverage under the MAPD Plan.

ii If an eligible member does not elect to enroll upon initial eligibility, they retain the right to participate at any time during the year upon completion of enrollment process.

All eligible individuals and dependents not enrolled in the MAPD Plan(s) within 31 days of becoming eligible may be enrolled at any time during the year upon completion of appropriate enrollment forms and proof of Medicare Part A and B enrollment. Coverage under the MAPD Plan(s) will not become effective until confirmed by Anthem.

4.C Enrollment/Disenrollment Processing. The Parties shall agree in advance who shall bear responsibility for enrollment and disenrollment transactions. The Party bearing responsibility for enrollment/ disenrollment transactions shall perform the function in accordance with all applicable Mandates, including Mandates relating to timeframes for processing and submission of such transactions. All processing by Anthem will be in accordance with the guidelines established by CMS and augmented by the State where applicable. All of the enrollment and disenrollment requirements described in this

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Exhibit also apply to any third-party administrator retained by the State to accept enrollment/disenrollment requests on its behalf.

The State must notify Anthem of the date in which a Member's eligibility ceases for the purpose of termination of coverage under the Agreement.

4.D Eligibility Data. Anthem agrees to work with the State and/or the State's designated data management team for EDI 834 data interface file production and/or other data transfer matters. Any changes to the standard file format will be as specified by the State.

Anthem agrees to accept and process an Interface file from the State twice per week, on dates agreed upon by the State and Anthem, to ensure timely subscriber eligibility and enrollments. Upon acceptance of the file by the Anthem, Anthem agrees to process each file within 24 hours of receipt of file.

The State's standard is to exchange data with its contractors using the State of New Hampshire's Secure File Exchange Server. This Secure File Exchange Server is password protected and accessible by designated, State-approved Anthem staff via Internet access. All data files on this server are encrypted while at rest. The data stays protected until downloaded by the receiver. Unless otherwise mutually agreed upon, contractors are required to retrieve eligibility and enrollment data, from this server. In addition, contractors and/or subcontractors will be required to use this method for sending/receiving any other agreed upon data files to the State.

Anthem shall provide the State with a Transaction Reply Report (TRR) after each interface file is received and uploaded.

4.E Any retroactive disenrollments must be submitted by Anthem to CMS for approval. The State or its designee shall be responsible for providing Anthem with applicable data or information required to substantiate Anthem's request to CMS for such retroactive disenrollment.

ARTICLE A5 - OBLIGATIONS OF ANTHEM

5.A Anthem will file all the necessary documents with governmental agencies as appropriate in order to file as an Employer Group Waiver Plan matching the current level of benefits provided by the State.

5.B Anthem shall provide health care benefits to Members who receive Covered Services under the terms of the Agreement and the Evidence of Coverage. However, in no event will Anthem provide benefits for services rendered prior to the Effective Date or after the termination of the Agreement, or for any period for which full premium payment has not been paid to Anthem, except as otherwise provided in the Evidence of Coverage and/or applicable CMS requirements.

5.C Anthem shall furnish or make available an identification card, Evidence of Coverage and all other CMS-required documents for each Member enrolled in the MAPD Plan(s) covered by the Agreement.

5.D Anthem shall furnish appropriate Application forms and related material necessary and appropriate for the enrollment of Members, and shall provide such assistance to the State or its designee as may be reasonably necessary for enrollment purposes. Anthem shall maintain current eligibility status records in accordance

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with the Eligibility Notice(s) submitted by the State or its designee for the purpose of administering the Agreement.

5.E Anthem shall send a Creditable Coverage attestation form to applicable Members in accordance with CMS guidelines regarding the administration of any Late Enrollment Penalty that may be imposed by CMS.

5.F Any Late Enrollment Penalty assessed as a result of a lapse or other gap in Creditable Coverage, may be paid by State on behalf of its membership. If the State chooses not to pay such Late Enrollment Penalties for its Members, Anthem will bill the applicable Member directly for any Late Enrollment Penalty assessed by CMS.

5.G Per CMS requirements, the Evidence of Coverage provided by Anthem includes information on programs to help Members with limited resources pay for their prescription drugs.

5.H Anthem is responsible for pursuing recoveries of claim payments as appropriate and as required or allowed by law. Anthem shall determine which recoveries it will pursue in its discretion. However, Anthem may not pursue a recovery if the cost of collection is likely to exceed the recovery amount, or if the recovery is prohibited by law or by an agreement with a Provider or other vendor.

5.I Anthem will review, investigate, process and pay claims according to the terms and conditions of the Agreement, the Evidence of Coverage, and Anthem's contracts with Providers or other vendors. Anthem may make benefit payments to either Providers or Members as described in the Evidence of Coverage, and will coordinate benefits with other payors as required by law. Anthem will give notice in writing to the Member when a claim for benefits has been denied. The notice will provide the reasons for the denial and the right to an appeal of the denial in accordance with the procedures set forth in the Evidence of Coverage.

5.J Anthem agrees to provide a total allowance of $250,000 to be used for both implementation and audit allowances. The stipulations of these allowances are included in Exhibit C – Pricing and Payment Terms.

5.K Each Party is accountable for its subcontractors', affiliates', and subsidiaries' performance. Such performance is held to the same performance standards as the Party and subcontractor's failure to perform places the accountable Party at risk. Anthem shall be responsible for all performance guarantee penalties that may result from underperformance of any Anthem subcontractor, affiliate, or subsidiary.

ARTICLE A6 - OBLIGATIONS OF STATE

6.A The State or its designee shall keep such records and furnish to Anthem such notification and other information as may be reasonably required by Anthem for the purpose enrolling and disenrolling Members, processing terminations, or for any other purpose reasonably related to the administration of the Agreement. The State or its designee will give notification of eligibility to each Member who is or will become eligible for enrollment, and will submit to Anthem the appropriate information necessary to enroll the member.

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6.B The State or its designee will timely distribute to Members notices of premium changes and termination of the Agreement. Notice by Anthem to the State shall be deemed to constitute notice to all Members in order to effectuate any such change or termination; provided, however, that Anthem reserves the right to provide any such notice(s) to Members if Anthem deems it appropriate, contingent upon State approval. State or its designee shall comply with all applicable laws and regulations relating to the distribution of notices and information to Members.

6.C State hereby acknowledges, agrees and certifies its compliance during the term of the Agreement with the following requirements as they relate to State's MAPD Plan(s).

Premium – State hereby agrees and certifies, as to Member premium, if any, that:

(i) Different amounts can be subsidized by State for different classes of Members in an MAPD Plan, provided such classes are reasonable and based upon objective business criteria (i.e., years of service, business location, job category, nature of compensation). Different classes cannot be based on eligibility for the Part D Low Income Subsidy. Accordingly, State hereby certifies that such classes (if any) are reasonable and based upon objective business criteria.

(ii) The premium within a given class does not vary by Member;

(iii) With regard to the Part D premium, Members cannot be charged for prescription drug coverage provided under the MAPD Plan more than the sum of his or her monthly premium attributable to basic prescription drug coverage and 100% of the monthly premium attributable to his or her non-Medicare Part D benefits (if any); and

(iv) State must pass through any direct subsidy payments received from CMS to reduce the amount that the Member pays (or in those instances where the Member in the State's MAPD Plan pays premiums on-behalf of a Medicare-eligible spouse or dependent, the amount the Member pays).

ARTICLE A7 – PREMIUM AND GRACE PERIOD

7.A The premium rates for coverage under the Agreement are set forth in Exhibit C. Premium rates are based on the data provided by State, consistent with applicable laws.

7.B Anthem shall provide an invoice in a mutually agreed to format, which includes the PMPM price and the membership/enrollment counts. The State reserves the right to request additional invoice support/detail.

7.C Anthem does not have an obligation to accept a partial premium payment. State must make payments regardless of any contributions to those payments by Members.

7.D The full amount due as set forth in Exhibit C is due and payable on the 1st of each month during the term of the Agreement. State is entitled to a 30-day period following the due date (the "Grace Period"), for the payment of any premium and/or other amounts due.

ARTICLE A8 - NOTICES

8.A Any required notice under the Agreement will be deemed sufficient when made in writing and delivered by first class mail; personal delivery; electronic mail, as permitted by law, or overnight delivery with

confirmation capability. Such notice will be deemed to have been given as of the date of the mailing, delivery to the delivery service, or sending by electronic mail, as the case may be. Anthem will provide notice to State's principal place of business as shown on Anthem's records. State will provide notice to its designated Anthem MAPD Representative.

8.B The State shall notify all Members of the termination of the Agreement. In the case of changes to the Evidence of Coverage, Anthem shall provide notice to all members, as required by CMS. Any such notice shall be subject to review by the State.

ARTICLE A9 - CHANGES IN THE AGREEMENT

During the Agreement Period, Anthem may change the benefit provisions and the terms and conditions thereof as a result of changes in benefit provisions or other requirements mandated by CMS or federal law, or changes in benefit provisions agreed to by the Parties in writing. Anthem will provide written notice to the State not less than 60 days before the effective date of any such change (other than mutually agreed changes) or such shorter notice as may be required to comply with CMS or federal laws changes. State can also propose changes to the benefit provisions at any time by giving 45 days advance written notice of any such requested change to Anthem. The effective date of such requested changes, if agreed to by Anthem, shall be agreed to by the Parties.

ARTICLE A10 - TERMINATION AND/OR SUSPENSION OF PERFORMANCE

Upon termination of the Agreement, Anthem shall cease to have any liability for benefits or claims incurred after the effective date of termination (except as may be otherwise provided in the Evidence of Coverage), and shall have no liability to offer continuation or conversion coverage to Members. In the event of a future change in contractor to provide similar services to State, Anthem shall provide the necessary services and claims data to avoid disruption to members at no cost to the State.

ARTICLE A11 - TERMINATION OF COVERED PERSONS

In addition to Anthem's termination and cancellation rights described in the Evidence of Coverage, Anthem reserves the right to cancel or rescind any health care benefits provided hereunder to any Member who, in Anthem's determination, engages in misrepresentation and/or fraudulent conduct in relation to any Application for coverage or any claims made for coverage or under the Agreement.

ARTICLE A12 - DATA REPORTS

12.A Anthem will provide State the Part C Medicare Membership Reports (MMR) upon request, no more than twice a year after the risk score updates in January and July, including all fields as received from CMS.

12.B Anthem will provide State the Part C Model Output Reports (MOR) upon request, no more often than once annually and within thirty days of request, including all fields as received from CMS.

12.C Anthem agrees to provide the State and/or designated health care consultant the following quarterly reports by the 25th of the month following the end of the quarter:

a. quarterly rebates received associated with the reimbursement of Medicare Part B drugs
b. all CMS revenues (e.g., CMS direct subsidy; Federal reinsurance payments, Manufacturer coverage gap discounts, Low-income subsidies) and pharmacy rebates and other manufacturer revenue

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12.D Anthem agrees to provide such additional reports as mutually agreed to in writing by Anthem and the State. Standard reports are existing reports that Anthem can run by changing report parameters. Ad-hoc requests include non-standard reports, or reports entailing actuarial or underwriting analysis. Such reports shall be provided by Anthem within seven (7) business days unless otherwise mutually agreed and may be subject to an additional charge depending on complexity, and within a mutually agreeable timeframe.

12.E Subject to the requirements and limitations of applicable privacy laws, including, without limitation, HIPAA, Anthem will provide State and other third parties as directed by the State with claim line detail for all claims including, but not limited to, financial and diagnoses information upon request at no additional cost.

12.F The provisions of reports by Anthem to the State shall be subject at all times to the requirements and limitations of applicable privacy laws, including, without limitation, HIPAA.

ARTICLE A13 - NO WAIVER

No failure or delay by either Party to exercise any right or to enforce any obligation under the Agreement, or the terms of the EOC incorporated hereunder in whole or in part, at any given time, shall operate as a waiver to enforce compliance with such right or obligation in the future. No course of dealing between State and Anthem will operate as a waiver of any right or obligation under the Agreement.

ARTICLE A14 - SERVICE MARKS

The Agreement constitutes a contract solely between State and Anthem. Anthem is an independent corporation operating under a license with the Blue Cross and Blue Shield Association ("Association"), an association of independent Blue Cross and Blue Shield Plans, permitting Anthem to use the Blue Cross and/or Blue Shield Service Marks in the State of New Hampshire. Anthem is not contracting as the agent of the Association. State has not entered into the Agreement based upon representations by any person other than Anthem. Anthem and not the Association, shall be held accountable or liable to State for any of Anthem's obligations provided under the Agreement. This paragraph will not create any additional obligations on the part of Anthem, other than those obligations contained in the Agreement.

ARTICLE A15 – INTERPLAN/MEDICARE ADVANTAGE PROGRAM FOR PPO

15.A Out-of-Area Services – Medicare Advantage. Anthem has relationships with other Blue Cross and/or Blue Shield Licensees ("Host Blues") referred to generally as the "Inter-Plan Medicare Advantage Program." This Program operates under rules and procedures issued by the Blue Cross Blue Shield Association ("Association"). When Members access healthcare services outside the geographic area MAPD Plan serves, the claim for those services will be processed through the Inter-Plan Medicare Advantage Program. The Inter-Plan Medicare Advantage Program available to Members under the Agreement is described generally below.

15.B Member Liability Calculation. When a Member receives Covered Services outside of the MAPD Plan service area from a Medicare Advantage PPO network provider, the cost of the service, on which Member liability (copayment/coinsurance) is based will be either:

a. The Medicare allowable amount for Covered Services; or

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b. The amount the Host Blue negotiates with its provider on behalf of MAPD Plan Members. The amount negotiated may be either higher than, lower than, or equal to the Medicare allowable amount.

15.C Out-of-Country Travel. Emergency or urgently needed care is covered while traveling outside the United States during a temporary absence of less than six months. Medically necessary emergency and urgently needed outpatient care and inpatient care (60 days per lifetime) is covered. This coverage is worldwide and limited to what is allowed under the Medicare fee schedule for the services received in the United States. Members may also access online and via telephonic services Anthem offers.

ARTICLE A16 - AGREEMENT ADMINISTRATION

16.A Anthem has the authority to determine eligibility for benefits under the Agreement. Anthem also has the authority to resolve all questions arising under the Evidence of Coverage and to establish and amend the policies and procedures with regard to the administration of benefits under the Evidence of Coverage. Anthem's authority to determine eligibility for benefits shall be exercised consistently with the provisions of the Agreement, the Evidence of Coverage, applicable Provider agreements, and applicable law.

16.B Anthem shall furnish a draft Evidence of Coverage to the State. The Parties shall agree upon any changes to the Evidence of Coverage that may be necessary and/or in the best interest of Members. In the event changes to the provisions of the Evidence of Coverage are mandated as a result of a change to any applicable State or federal law, the Parties shall meet and determine the best manner to change the terms of the Evidence of Coverage to conform to such law. In the event of material changes to the Evidence of Coverage, the Anthem will provide timely notice of such changes to Members. No change to the Evidence of Coverage shall be effective unless and until approved in writing by an authorized representative of each Party. Notwithstanding the foregoing, the Parties acknowledge and agree that only those portions of the Evidence of Coverage to which CMS allows modifications may be modified by the foregoing procedures, and then only in accordance with CMS requirements.

16.C Anthem may waive or modify any referral, authorization, or certification requirements, benefit limits, or other processes contained in the Evidence of Coverage if such waiver is in the best interest of a Member or will facilitate effective and efficient administration of claims.

16.D Anthem may, from time to time, institute pilot or test programs regarding disease management, utilization management, case management and/or wellness initiatives. Such initiatives may impact some, but not all Members. Anthem reserves the right to discontinue a pilot or test program at any time without notice.

16.E Anthem will have sole responsibility for resolving appeals from claim decisions, consistent with applicable law.

16.F All statements made by State and any Member will be considered representations and not warranties.

ARTICLE A17 - RELATIONSHIP OF THE PARTIES

State and Anthem are separate legal entities. Nothing in the Agreement will cause either Party to be deemed a partner, agent or representative of the other Party. Neither Party will have the express or implied right or authority to assume or create any obligation on behalf of the other Party.

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ARTICLE A18 – HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

18.A All capitalized terms used but not defined in this Article have the same meaning as defined in the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA").

18.B Anthem may disclose Summary Health Information to State for purposes of obtaining premium bids from other carriers or third-party payers, or for amending or terminating the MAPD Plan or as is required by the State under Article A12 -Data Reports.

18.C Anthem may disclose Protected Health Information ("PHI") to State for it to carry out Plan administration functions, but such disclosure may occur only after receipt of written certification from State that: (1) State's MAPD Plan documents and operations comply with the privacy requirements of HIPAA; (2) State has provided notice to affected individuals as required by HIPAA; and (3) PHI will not be used for the purpose of employment-related actions or other actions not related to administration of benefits under the MAPD Plan or permitted by law.

18.D Anthem will comply with any additional disclosure restrictions required by applicable state and federal law.

ARTICLE A19 - MISCELLANEOUS

19.A Anthem hereby notifies State that Anthem or its vendors may have reimbursement contracts with certain providers for the provision of and payment for health care services and supplies provided to, among others, Members under the Agreement. Under some of these contracts, there may be settlements which require Anthem to pay the providers or vendors additional money (which may or may not be solely funded by Anthem) or which require the providers or vendors to return a portion of volume discounts, rebates, or excess money paid. Such providers or vendors may include entities affiliated with Anthem. Under many provider or vendor contracts, the negotiated reimbursement does not contemplate any type of settlement between Anthem and the provider or vendor. State has no responsibility for additional payment to vendors nor any right to discounts, rebates, or excess money received from vendors.

19.B All Members enrolled under the Agreement shall have only the rights and benefits, and shall be subject to the terms and conditions, set forth in the Agreement and in the Evidence of Coverage, and as granted by applicable State and federal law, and subject further to the provisions of Article A19, paragraph N below.

19.C Anthem agrees to treat all proprietary information about State's operations and its MAPD Plan in a confidential manner. Group agrees to treat all information about Anthem's business operations, rate and discount information, and other proprietary data or information in a confidential manner, subject to applicable state disclosure laws which may require disclosure. Neither Party will disclose proprietary information to any other person without the prior written consent of the Party to whom the information pertains. However, either Party may disclose such information to its regulators, legal advisors, lenders, business advisors, and other third parties for purposes related to the subject matter of the Agreement, or for research purposes. Anthem may also make such disclosures as required or appropriate under applicable securities laws. If a Party is required by law to make a disclosure of any proprietary information, the disclosing Party will immediately provide written notice to the other Party detailing the circumstances and extent of the disclosure. Anthem agrees that all provisions of this subsection C are subject to the State's requirement to comply with RSA Chapter 91-A, the State's right-to-know law. Anthem further

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agrees that the Agreement and its attachments constitute a public document and will be posted on the State's website in its entirety.

19.D The Parties acknowledge that Anthem is not engaged in the practice of medicine; it merely makes decisions regarding the coverage of services. Providers participating in MAPD Plan's networks are not restricted from exercising independent medical judgment regarding the treatment of their patients, regardless of Anthem's coverage determinations.

19.E Care Management Programs. Anthem will offer programs that are designed to improve member quality of care, ensure access to Covered Benefits or coordinate care delivered to members under the MAPD Plan ("Care Management Programs"), including programs similar to, but not limited to:

a. Inpatient Care Management Program
b. Care Transitions Intervention
c. Cancer Care Navigator Program
d. Concierge Care Programs
e. Complex Case Management Program
f. Alcohol Use Disorder Connections Program
g. MyHealth Advantage
h. Home Visits/House Call programs
i. In-Home Palliative Care program
j. Post-discharge Case Management program

19.F Anthem will administer Care Management Programs consistent with any applicable mandates. The State acknowledges that Anthem may alter or discontinue the Disease and Care Management Programs offered to members at any time, consistent with all mandates. Anthem will provide the State timely notice of any additions or deletions to the Care Management Program.

19.G Incontestability. Except as to a fraudulent misstatement, or issues concerning Premiums due: No statement made by the State, or any member shall be the basis for voiding coverage or denying coverage or be used in defense of a claim unless it is in writing.

19.H Neither Party shall be deemed to be in violation of the Agreement if such Party is prevented from performing any of its obligations hereunder for any reason beyond its reasonable control, including without limitation, acts of God, acts of any public enemy, acts of terrorists, acts of war, floods, pandemic, statutory or other laws, regulations, rules, or orders of the federal, state, or local government or any agency thereof.

19.I Compliance with Mandates. The State and Anthem shall comply with all Mandates applicable to the performance of their obligations under the Agreement. The Parties shall comply with the applicable provisions of the CMS/Regulatory Addendum, which is designed to ensure the State's and Anthem's compliance with specific Mandates.

19.J Clerical Errors. Clerical errors or delays by either Party in keeping or reporting data relative to coverage will not reduce or invalidate a member's coverage. Upon discovery of an error or delay, an adjustment

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of Premium shall be made. Anthem may also modify or replace an EOC or other document issued to member in error.

19.K At the State's expense, the State shall have the right to audit Claims on Anthem's premises, during regular business hours and in accordance with Anthem's audit policy, which may be revised from time to time. A copy of the audit policy shall be made available to the State upon request.

i. If the State elects to utilize a third-party auditor to conduct an audit pursuant to the Agreement and Anthem's audit policy, Anthem will agree to work with the third party auditor provided they are not paid on a contingency fee or other similar basis. An auditor or consultant must execute a confidentiality and indemnification agreement with Anthem pertaining to Anthem's Proprietary and Confidential Information prior to conducting an audit.

ii. The State may conduct an audit once each calendar year and the audit may only relate to Claims processed during the current year or immediately preceding calendar year (the "Audit Period") and neither the State nor anyone acting on the State's or the plan's behalf, shall have a right to audit Claims processed prior to the Audit Period. The scope of the audit shall be agreed to in writing by the Parties prior to the commencement of the audit. In the event a discrepancy in claims processing is discovered, the State reserves the right to request more detailed information that may span more than one audit period.

iii. The State shall provide to Anthem copies of all drafts, interim and/or final audit reports at such time as they are made available by the auditor or consultants to the State. Any errors identified and/or amounts identified as owed to the State as the result of the audit shall be subject to Anthem's review and approval prior to initiating any recoveries of Paid Claims pursuant to Article A5 of this Exhibit. Anthem reserves the right to terminate any audit being performed by or for the State if Anthem determines that the confidentiality of its information is not properly being maintained or if Anthem determines that the State or auditor is not following Anthem audit policy.

19.L Medicare Secondary Payer Requirements. Anthem agrees to comply with all Medicare Secondary Payer ("MSP") mandates that apply to the State, MAPD Plan and Anthem.

19.M Parties agree and understand that the Agreement is the controlling document for all legal purposes. The terms of the Agreement may not be altered or changed without the advance written agreement of both Parties, and subject to Section 18 of the P-37.

19.N Reference is made to the provisions of 42 C.F.R. §422.402, as supplemented by Chapter 10 of the Medicare Managed Care Manual, regarding federal preemption of state laws with respect to Medicare Advantage plans, including Employer State Waiver Plans, offered by Medicare Advantage organizations. Such plans are required to abide by all applicable federal laws, regulations and CMS or other federal agency rules, guidance or other requirements promulgated with respect to such plans (collectively, "Medicare Laws"). Any obligations of Anthem in any agreement to which this Exhibit is attached or made a part of to comply with or based upon the requirements of state or local law, regulations or guidance, including, without limitation, regulations or guidance issued by state or local governmental agencies, shall not be binding on the MAPD Plan, which shall comply with applicable Medicare Laws in all aspects of MAPD Plan governance and operations.

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19.O Any applicable addenda attached to the Agreement hereby are incorporated into the Agreement by reference.

ARTICLE A20 – MEMBER COMMUNICATIONS

20.A CMS determines whether material sent to Member relating to the MAPD Plan ("Member Materials") may be modified. In some cases, CMS mandates the content of Member Materials and permits no modifications. The State reserves the right to review all CMS mandated member materials prior to distribution.

20.B To the extent permitted by CMS and consistent with Mandates, Anthem's Account Team and professional Marketing Team will work closely with the State to draft, review and finalize Member Materials and obtain the State's approval prior to sending to Members. As of the Effective Date of the Agreement, CMS will allow the State to modify and approve the following Member Materials, whether in written or electronic form, prior to sending to Members:

a. Announcement Letter
b. Info Packet cover letter
c. Enrollment kit brochure (client logo/cobranded)
d. Meeting Invite Mailer
e. State of New Hampshire-specific Retiree Health Educational PowerPoint Deck (web-based)
f. ID Card (client logo/ select benefit cost shares)
g. Health Advocacy Wellness Mailer (client logo/cobranded)
h. Evidence of Coverage (EOC) (State review and co-branding only)
i. And any pre-enrollment documents that relate to Services and/or the State's MAPD Plan.

20.C The EOC is made available online on an annual basis or Members may request a printed copy by calling Anthem's member services team. Anthem will provide State with the EOC at least 90 days prior to the beginning of each plan year, dependent upon the State's confirmation of required paperwork.

20.D Upon the State's request, Anthem will share samples of post-enrollment standard Member correspondence and will work with the State to provide notice of upcoming planned Member mailings. The State acknowledges that operational notices (including, but not limited to, clinical program notifications, preventive reminders, and Explanations of Benefits) mandated by CMS cannot be altered by the State ("Operational Notices"); therefore, Anthem will not obtain the State's approval of such Operational Notices prior to mailing. Anthem will share sample materials during the implementation process, unless the material is new after the implementation process.

20.E Anthem confirms that the State will be provided an opportunity to review and approve all communication materials that are not Operational Notices (including letters, brochures, electronic, website, etc.) prior to being sent to members.

20.F Anthem will mail, via surface mail, a member ID card to all members at least ten (10) business days before the "go-live" date based on the information confirmation from CMS. Anthem will mail ID cards to newly enrolled members within ten (10) business days of receiving confirmation from CMS. Anthem will re-issue the member ID card within five (5) business days of notice if a member reports a lost card or for any

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reason that results in a change to the information disclosed on the member ID card. Anthem will issue new member ID cards as required by the State, at its expense.

20.G The State and Anthem will work together to develop a Member outreach process through which the State and Anthem attempt to confirm a Member's residential street address. Upon confirming the Member's residential street address, Anthem will update the Member's records and submit the updated address to CMS and provide to the State in a mutually agreed upon format and process.

20.H Anthem will discuss with the State and have them approve any additional Member Materials that may be sent to Members at the option of the State.

20.I For any Member Materials that the State determines may cause Member confusion, Anthem will draft talking points for the State's member services department upon the State's request.

20.J Anthem's member website shall be available to members 24 hours per day, 7 days per week, 365 days per year. In the event of a system downtime, advanced notice shall be provided to members with minimal interruption. The Anthem agrees to no interruptions or blackout periods to the member website, except for scheduled maintenance. Functionalities should include at a minimum:

- Provider directory and provider search (physician, hospital, pharmacy, and ancillary providers) for Providers that accept Medicare assignment)
- Directions to provider's office provided by Map Quest or other mapping/direction applications
- Ability to review claims payment status online
- Ability to review a history of claims payments (medical and pharmacy), including deductible status, and out-of-pocket maximum status
- Ability to see a summary of the State's MAPD Plan design and review the EOC
- Ability to print ID cards and request replacement cards
- Ability to contact Member Services online
- Star Ratings
- Information about diseases and conditions
- Contact information for the State, its other vendors, and links to their websites
- Online access to forms
- Ability to review/select incentives (i.e., gift cards) when they are available to the member.

ARTICLE A21 – MEMBER SERVICES

21.A Anthem shall operate a toll-free dedicated member services telephone line to answer questions from the State's members. Anthem will describe the line, how it will be set up, and explain that it is dedicated solely to the State.

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21.B Anthem should describe the member services center servicing the State, where is it located, hours or operation. Process for member to follow when they call in and go through IVR and process for after-hours support.

21.C Anthem will have special telephone features for the hearing impaired.

21.D Anthem will provide resources will be available to assist non-English speaking callers through a translation service.

21.E Anthem will warm or soft transfer members to other service areas or vendors including the State, if necessary.

21.F Anthem confirms members will be able to opt out of the Interactive Voice Response (IVR) to speak with a live MSR.

21.G Anthem confirms all calls will be recorded and kept for 24 months and made available for the State's review upon request.

21.H Anthem agrees to document 100% of the State's member service calls through call recordings and call notes, except during periods of routine system maintenance, updates, and unplanned outages. Subject to HIPAA requirements, the State may listen to calls on-site at Anthem.

21.I Anthem will handle all initial internal and external appeals in accordance with CMS requirements and guidelines.

21.J Anthem will handle any and all grievances in accordance with CMS requirements and guidelines.

21.K Anthem shall provide member access to an on-line member website that will provide access to provider directory and provider search (physician, facility, pharmacy and ancillary providers) as well as the ability to access a summary of the State's MAPD Plan design and review/download the EOC.

21.L Anthem agrees to provide access to designated State representatives to an on-line Employer Portal, which will provide access to various resources and member information, including:

- Member enrollment status
- Member effective dates and termination dates
- Summary information and coverage details
- Eligibility rosters
- Ability to download and print plan documents and forms
- Retiree contact information
- Ability to view, print and request ID cards
- Other helpful contact and resource information

ARTICLE A22 – ACCOUNT MANAGEMENT

22.A Anthem shall designate an MAPD Plan Account Manager who shall participate in the State's Integrated Account Management Model.

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22.B If statewide educational sessions are required by the State, the Anthem shall host said sessions for the State's Medicare-eligible retirees and Medicare-eligible dependents of retirees prior to the initial term of the Agreement. Anthem shall conduct these meetings in all regions of the state on mutually agreeable dates as well as prepare and mail the communications announcing the sessions, at no additional cost. If limitations beyond the control of either Party prevent in person sessions, i.e., state of emergency, Anthem shall provide alternative methods of education.

22.C Anthem agrees to, at minimum, quarterly calls to review aggregate member or MAPD Plan service issues. Anthem agrees to allow the State to review these service quality issues to the resolution endpoint.

22.D Anthem agrees to provide appeal reports upon request, in accordance with their data release policy, which will include the volume of appeals received and closed, and the percentage of overturned appeals.

22.E Anthem agrees to a minimum of one annual meeting with call center executives to discuss services regarding enrollment and member issues and/or complaints.

22.F Anthem agrees to designate a dedicated member services lead for direct contact by the State team to escalate/resolve day to day individual member issues, with established channel(s) for communication.

22.G Anthem shall provide an annual scorecard to the State so that the State can assess the performance of the account team assigned to the State. The State and Anthem will determine a mutually agreed upon scorecard.

22.H Anthem confirms that all Member Service Representatives (MSR), clinical staff and other applicable team members are appropriately licensed or certified in the state in which they are employed.

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SECTION B – SENIOR RX PLUS PLAN

ARTICLE B1 – PURPOSE

State has requested Anthem to provide the Senior Rx Plus Plan to its eligible retirees or other individuals in accordance with the terms of this Section B of Exhibit B to the Agreement. The Senior Rx Plus Plan is designed to supplement the prescription drug coverage provided under the State's Medicare Advantage with Prescription Drug (MAPD). Anthem's standard policies and procedures, as they may be amended from time to time, will be used in the performance of services specified in this Section B and the provision of benefits contained in the Booklet (as defined below). In the event of a conflict between such policies and procedures and the Agreement, the Agreement shall control.

ARTICLE B2 – DEFINITIONS

Capitalized terms used in this Section B that are not defined in the Agreement above are defined in the Certificate of Coverage that describes the prescription drug benefits and services provided by Anthem under the Senior Rx Plus Plan, including any amendments or schedules ("Booklet").

ARTICLE B3 – OBLIGATIONS OF ANTHEM

A. Anthem will provide non-Medicare supplemental prescription drug benefits under the terms of the Agreement and the "Booklet"). Anthem will not provide benefits hereunder: (1) before a Member's first day of coverage under the Agreement; (2) after the termination of coverage; or (3) during any period that full premium has not been paid, except as required by law.

B. Anthem will provide either electronic or paper copy of materials such as Booklets, ID cards and provider directories, as permitted under applicable law. State will assist in the distribution of materials if requested by Anthem. Anthem will provide paper copies of electronic materials, upon Member request.

C. Anthem will process the enrollment of eligible individuals, subject to the terms of the Agreement, and Anthem will maintain current Member eligibility information submitted by State.

D. Anthem will process claims, including investigating and reviewing the claims to determine what amount, if any, is due and payable according to the terms and conditions of the Agreement and the Booklet. Anthem has the right to make benefit payments to either Providers or Members as described in the Booklet. Anthem will coordinate benefits with other payors. Anthem will give notice in writing when a claim for benefits has been denied. The notice will provide the reasons for the denial and the right to an appeal of the denial under the terms of the Booklet.

E. Anthem is responsible for pursuing recoveries of claim payments as appropriate. Anthem shall determine which recoveries it will pursue. However, Anthem will not pursue a recovery if the cost of collection is likely to exceed the recovery amount, or if the recovery is prohibited by law or an agreement with a Provider or other vendor.

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F. Anthem shall not: (1) adjust premiums based on genetic information; (2) request genetic testing, except to determine medical appropriateness; (3) collect genetic information from a Member in connection with enrollment; or (4) collect genetic information for any other underwriting purpose.

ARTICLE B4 – OBLIGATIONS OF STATE

A. State will provide initial eligibility information in the format agreed to by the Parties, as well as notice of additions, deletions, and changes to enrollment. State will also provide any information reasonably required by Anthem to administer the Agreement, including information regarding: (1) eligibility for enrollment and termination of Members; (2) changes due to Medicare eligibility; or (3) participation levels.

B. State will notify each Individual as the Individual becomes eligible for enrollment and will collect and submit to Anthem enrollment information.

C. All information provided by State to Anthem will be true, accurate and complete to the best of its knowledge. In order to facilitate the distribution of materials, State will assist with the collection of Member email addresses and Member consents to electronic transaction/communication in accordance with applicable State or Federal electronic transaction laws.

D. State will timely notify Anthem of any Member termination or loss of eligibility for coverage. Any retroactive disenrollments from the MAPD Plan must be submitted by Anthem to the Centers for Medicare & Medicaid Services ("CMS") for approval. The State shall be responsible for providing Anthem with applicable data or information required to substantiate Anthem's request to CMS for such retroactive disenrollment.

E. State must comply with Anthem's participation levels, and other applicable underwriting rules that are consistent with applicable laws.

F. State will promptly notify Anthem if there is a change in State's status as either a large group or small group, as defined under applicable law. In such event, State will provide all information requested by Anthem about its status.

G. State agrees to distribute and deliver to its retirees and dependents, the Summary of Benefits and Coverage ("SBC") provided by Anthem as required by federal law. The SBC must be provided with open enrollment materials or, if State does not hold an open enrollment, at least 30 days prior to the new plan year renewal date. An updated SBC provided by Anthem will be posted by the State if the benefits change between the time of original distribution and the effective date of coverage. SBCs must also be provided to new enrollees and special enrollees. State may distribute the SBC either electronically or by paper, subject to the requirements of applicable law. If requested by Anthem, State will certify its compliance with the SBC distribution requirements.

H. State will timely notify Anthem of requested benefit changes prior to the new plan year renewal date. A request for benefit changes after the new plan year renewal date may delay the effective date of the benefit changes by at least 60 days and require a notice of material modification.

I. State is responsible for all applicable requirements pertaining to COBRA administration, unless otherwise agreed to in writing by Anthem. If Anthem has agreed to perform any COBRA administration duties on behalf of State, such arrangement will be described in a separate agreement.

ARTICLE B5 – CHANGES TO BOOKLET

Anthem may modify the terms of the Booklet by giving at least 60 days advanced written notice prior to the new plan year renewal date. State can also propose changes to the terms of the Booklet at any time by giving written notice of any such requested change to Anthem. The effective date of such requested changes to the Booklet shall be agreed to by the Parties.

ARTICLE B6 – PREMIUM AND GRACE PERIOD

A. The premium rates for coverage under the Agreement are set forth in Exhibit C. Premium rates are based on the data provided by State, consistent with applicable laws.

B. Anthem shall provide an invoice in a mutually agreed to format, which includes the PMPM price and the membership/enrollment counts. The State reserves the right to request additional invoice support/detail.

C. Anthem does not have an obligation to accept a partial premium payment. State must make payments regardless of any contributions to those payments by Members.

D. The full amount due as set forth in Exhibit C is due and payable on the 1st of each month during the term of the Agreement. State is entitled to a 30-day period following the due date (the "Grace Period"), for the payment of any premium and/or other amounts due.

ARTICLE B7 – TERMINATION

A. State will promptly notify Members that the Agreement is or will be terminated, and will provide any notice regarding a Member's right to other coverage. Anthem will not provide benefits coverage for services rendered after the effective date of termination, except as otherwise provided in the Booklet or required by law.

B. Termination of the Agreement for any reason shall automatically terminate the State's MAPD or PDP Plan. In addition, termination of the State's MAPD or PDP Plan for any reason shall automatically terminate the Agreement.

ARTICLE B8 – NOTICES

If requested by Anthem, State will distribute notices and other communications to Members. State will notify all Members of the termination of the Agreement.

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ARTICLE B9 – NO WAIVER

No failure or delay by either Party to exercise any right or to enforce any obligation under the Agreement, in whole or in part, will operate as a waiver to enforce compliance with such right or obligation in the future. No course of dealing between State and Anthem will operate as a waiver of any right or obligation under the Agreement.

ARTICLE B10 – SERVICE MARKS

The Agreement constitutes a contract solely between State and Anthem. Anthem is an independent corporation operating under a license with the Blue Cross and Blue Shield Association ("Association"), an association of independent Blue Cross and Blue Shield Plans, permitting Anthem to use the Blue Cross and/or Blue Shield Service Marks in the State of New Hampshire. Anthem is not contracting as the agent of the Association. State has not entered into the Agreement based upon representations by any person other than Anthem. Anthem and not the Association, shall be held accountable or liable to State for any of Anthem's obligations provided under the Agreement. This paragraph will not create any additional obligations on the part of Anthem, other than those obligations contained in the Agreement.

ARTICLE B11 – AGREEMENT ADMINISTRATION

A. Anthem has the discretionary authority to determine eligibility for benefits under the Agreement. Anthem also has the discretionary authority to resolve all questions arising under the Booklet and to establish and amend the policies and procedures with regard to the administration of benefits under the Booklet. In addition, Anthem has all powers necessary or appropriate to carry out its duties in connection with the performance of services under the Agreement. Anthem's authority to determine eligibility for benefits shall be exercised consistently with the provisions of the Agreement, the Booklet, provider agreements, and applicable law.

B. Anthem may waive or modify any authorization or certification requirements, benefit limits, or other processes contained in the Booklet if such waiver is in the best interest of the Member or will facilitate effective and efficient claims administration.

C. Anthem will have sole responsibility for resolving appeals from claim decisions, consistent with state and federal law. If State receives a question or complaint regarding benefits provided under the Agreement, State will advise the Member to contact Anthem.

D. All statements made by State and any Member will be considered representations and not warranties. Additionally, no statement will be used to contest the validity of coverage after the Agreement has been in force for two years.

E. Anthem assumes only those responsibilities that are expressly stated in the Agreement. Nothing contained in the Agreement will be construed to deem Anthem as Plan Sponsor, Plan Administrator, or a Named Fiduciary for purposes of ERISA.

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ARTICLE B12 – RELATIONSHIP OF THE PARTIES

State and Anthem are separate legal entities. Nothing in the Agreement will cause either Party to be deemed a partner, agent or representatives of the other Party. Neither Party will have the expressed or implied right or authority to assume or create any obligation on behalf of the other Party.

ARTICLE B13 – HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

A. All capitalized terms used in this Article have the same meaning as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

B. Anthem may disclose Summary Health Information to State for purposes of obtaining premium bids from other carriers or third party payers or amending or terminating the Plan.

C. Anthem may disclose Personal Health Information ("PHI") to State for it to carry out Plan administration functions, but such disclosure may occur only after receipt of certification from State that: (1) State's Plan documents comply with the privacy requirements of HIPAA; (2) State has provided notice to affected individuals as required by HIPAA; and (3) PHI will not be used for the purpose of employment-related actions or other actions not related to administration of benefits under the Plan.

D. Anthem will comply with any additional disclosure restrictions required by applicable state and federal law.

ARTICLE B14 – MISCELLANEOUS

A. Anthem agrees to treat all proprietary information about State's operations and its Plan in a confidential manner. Group agrees to treat all information about Anthem's business operations, discount information, and other proprietary data in a confidential manner, subject to applicable state disclosure laws which may require disclosure. Neither Party will disclose proprietary information to any other person without the prior written consent of the Party to whom the information pertains. However, either Party may disclose such information to its legal advisors, lenders, business advisors, and other third parties for or research purposes. Anthem may also make such disclosures as required or appropriate under applicable securities laws. If a Party is required by law to make a disclosure of any proprietary information, the disclosing Party will immediately provide written notice to the other Party detailing the circumstances of and extent of the disclosure. Anthem agrees that all provisions of this Article 16 are subject to the State's requirement to comply with RSA Chapter 91-A, the State's right-to-know law. Anthem further agrees that the Agreement and its attachments constitute a public document and will be posted on the State's website in its entirety.

B. Nothing in the Agreement shall impair or limit a Party's right to use and disclose its materials and processes for its own lawful business purposes.

C. By performing the services under the Agreement, Anthem is not engaged in the practice of medicine; it merely makes decisions regarding the coverage of services. Providers participating in Anthem networks are not restricted from exercising independent medical judgment regarding the treatment of their patients, regardless of Anthem's coverage determinations.

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EXHIBIT C – PRICING AND PAYMENT TERMS

CONTRACT PRICE

Anthem hereby agrees to provide Medicare Advantage with Prescription Drug coverage for State of New Hampshire Medicare-eligible Retirees and eligible dependents in compliance with the terms and conditions specified in this Agreement for an amount not to exceed the price limitation of $69,388,000 reflected in the Form P-37, Box 1.8.

The Total Per Member Per Month (PMPM) Premium represents the full cost of all services including hourly rates, staffing, administration costs, travel costs and any other applicable costs in performing this contract unless otherwise agreed to by the State. The State shall not pay broker commissions for services rendered under this contract and any premium charged to the State shall be void of an agency fee or commission.

PLANS AND RATES - MAPD

Effective: January 01, 2024 through December 31, 2026

Medical Plan	Medicare Advantage Custom PPO OPHD with 10/25/40 (E3) ECDHLP Pharmacy Plan	Medicare Advantage Custom PPO OPHD with PP 10/25/40 (E3) ECDHLP Preferred Pharmacy Plan
Monthly Medical Premium Rate (PMPM)	$0.00	$0.00
Monthly Pharmacy Premium Rate (PMPM)	$169.00	$162.73
Total Monthly Premium Rate (PMPM)	**$169.00**	**$162.73**
Optional Weight Loss Rider (PMPM) (see #22 below)	$3.65	$3.65

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ASSUMPTIONS AND CONDITIONS

1. Plan parameters and formularies are approved by CMS on an annual basis and can change in January each year. All Part D plan changes, such as deductibles, copays, Part D and non-Part D drug coverage, may only be implemented on the group's original effective date and in January of each year thereafter.

2. Participants have Medicare Parts A and B.

3. Eligibility for coverage for subscribers or their dependents is based on the subscriber meeting their group's requirements for coverage of retiree medical benefits.

4. Contracted rates are on a Per-Member-Per-Month (PMPM) basis. Each individual will receive the same equal rate; a two-member contract would receive twice the rate; a three-member contract would receive triple the rate.

5. Broker Commissions are excluded.

6. This quote assumes Anthem will be the exclusive post-65 retiree offering. Furthermore, the quote assumes that Anthem will offer a single plan design. Any additional plan selections will be subject to underwriting consideration.

7. A minimum of 90-day implementation is required.

8. If requested by the State, additional communications beyond those mandated by CMS or operationally required, such as printed home mailers, may be subject to additional marketing communication expenses for development, fulfillment, and/or mailing.

9. This quote is contingent upon the majority of the enrolled membership residing in an adequate network service area. The service area and plan design are subject to CMS approval.

10. Medical and prescription drug plans must be sold as a package.

11. This quote assumes co-branding (plan sponsor name and/ or logo is allowed on member materials including Medicare Advantage plan quality and health programs).

12. Pharmacy benefits are based on a two-plan benefit structure: an EGWP plan that covers the standard Part D benefit plan as defined by CMS and the Senior Rx Plus plan that provides the additional drug coverage.

MULTI-YEAR STIPULATIONS

Multi-year pricing may be adjusted if any of the following stipulations are not met:

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13. The Medicare Advantage premium is guaranteed for 36 months, and the Part D premium is guaranteed for 36 months. The medical premium increase for year two and three is guaranteed at a 0% increase plus any additional government-imposed taxes or fees, if applicable. The pharmacy premium increase for year two and three is guaranteed at a 0% increase plus any additional government-imposed taxes or fees, if applicable.

14. Rates subject to CMS guidance, legislative changes, regulation changes, etc. that could alter projected costs or revenue impacting quoted years. This includes CMS annual notice of Capitation Rates and Payment Policies which may contribute to benchmark changes, risk score actions, or changes in payment methodologies.

15. Group must implement Part D plan parameters and formularies approved by CMS each year.

16. Renewal caps do not include additional products, plan changes, or services being added to the retiree group offering by Anthem or another carrier.

17. Renewal caps also exclude additional government-imposed taxes or fees, and do not apply if regulatory or legislative changes materially modify the product offering.

18. Member contribution to plan does not increase by an amount that is expected to have a material impact on enrollment.

19. The MAPD premium for 2027 will not exceed the 2024-2026 quoted rate by more than $15 PMPM plus any additional government-imposed taxes or fees, if applicable.

20. The MAPD premium for 2028 will not exceed the 2027 quoted rate by more than $15 PMPM plus any additional government-imposed taxes or fees, if applicable.

21. The additional premium rate for adding Obesity/Weight Loss Drug Coverage for 2024 and 2025 is $3.65 PMPM. Before the 2026 renewal, Anthem will review based on the information at that time and adjust the price accordingly.

22. The rate cap is invalid if there is a pandemic (an outbreak of a disease over a wide geographic area that affects an exceptionally high proportion of the State plan's members) declared by the Centers for Disease Control to have occurred during the policy period.

23. If a Force Majeure event occurs during the policy period, this rate cap may be revoked. "Force Majeure" means any cause beyond the reasonable control of a Party, including but not limited to acts of God, civil or military disruption, terrorism, fire, strike, flood, riot or war that impacts a meaningful portion of the State's population.

24. Rates, rate guarantees, and benefits may need to be revised based on legislative, regulatory or other changes including, but not limited to, CMS guidance which becomes effective during the quoted product years. This includes pending CMS guidance in the Part D plan as part of the

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Inflation Reduction Act (IRA). Additionally, a future change to require pharmaceutical manufacturers' rebates at the point-of-sale could have a material impact on the EGWP pricing.

25. If applicable, any rate changes will be limited to the estimated cost impact associated to the items indicated above as mutually agreed by Anthem and the State. Anthem assumes the risk of its proposed rates and the rates will not change if Anthem fails to qualify for Medicare Advantage Quality Bonus Payments provided the bonus payments program remains in effect.

ALLOWANCES STIPULATIONS

These allowance stipulations are in reference to Exhibit B, Article A3 and A5.

26. Amounts are for a bona fide expense that benefits the member (better service or better member outcomes) and/or the Medicare program.

27. The expense(s) related to implementation are limited to the amount of the actual cost of the services/materials incurred within six months before or after the initial effective date, not to exceed amounts listed in the proposal.

28. The expenses must be documented in detail from the consultant or 3rd party vendor and must be approved by Anthem as conforming to the requirements of the first Allowance stipulation above. The invoice cannot state "for services rendered".

29. For communications services, Anthem would need to review all communication materials developed by the consultant or 3rd party vendor and provide modifications within a specified timeframe before production.

30. For the audit allowance the audit must be performed by a third-party independent vendor, engaged for the specific audit, but not otherwise working for either party. The expenses must be documented in detail from the third party.

31. Anthem contracts with and pays the mutually selected and agreed upon third-party audit vendor directly for the expense.

INVOICING AND PREMIUM PAYMENTS

Anthem shall invoice the State on a monthly basis for the Total PMPM Premium fees. The State will pay Anthem Health Plans of New Hampshire upon acceptance of the invoice by wire, ACH or pre-authorized debit within 30 days from the date of the State's receipt of each invoice.

Invoices shall be mailed or electronically submitted to the State's addresses below:

The State of New Hampshire Department of Administrative Services
Division of Risk & Benefits

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25 Capitol Street, Rm 412
Concord, NH 03301

Electronic submission can be sent to: riskfinancebureau@das.nh.gov

The State reserves the right to request a membership listing upon request.

GAIN SHARE

GAIN SHARE SUMMARY

January 1, 2024 through December 31, 2025

Income Received:	
Group Premium Less Any Government Taxes/Fees, Commission, or TPA fees	**$0.00**
CMS Revenue (adjusted for sequestration)	**$0.00**
Total Income Net of Taxes/Fees and Commissions	**$0.00**
Benefit Expense:	
Incurred Claims with IBNR	**$0.00**
Capitation, other Benefit Expense and Non-Benefit Expense	**$0.00**
Total Benefit Expense	**$0.00**
Loss Ratio	**0.00%**

Gain Share Arrangement:

92.0% loss ratio or above	**0% share**
Less than 92.0% Loss Ratio	**50% share of the Benefit Expense difference from 92.0% Target Loss Ratio and actual Loss Ratio.**

Definitions:

Benefit Expense: Claims incurred and paid by Anthem for the Group includes capitation, other Benefit Expense, and non-Benefit Expense allocation. An adjustment for incurred, but not reported (IBNR) applies. Non-Benefit Expense examples include Quality Improvement Initiatives and provider settlements. Part D claims will be offset by expected CMS reinsurance, coverage gap discount, and low-income claim subsidies. Also, a credit will be provided for projected rebates (fully insured clients do not have actual rebates calculated).

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CMS Revenue: Risk Adjusted payments collected to date from Center for Medicare and Medicaid Services for retirees of the Group and reduced for sequestration adjustments for the Reporting Period.

Gain Share Amount: Payment from Anthem due to State of New Hampshire. Gain Share Amount should be calculated as 50% of the Total Benefit Expense difference from the Target Loss Ratio and the Loss Ratio for the Reporting Period. No Gain Share Amount will be paid if Loss Ratio exceeds Target Loss Ratio.

Group: Referenced herein as the collection of insureds covered under State of New Hampshire's policy with Anthem during the Reporting Period. **Group Premium:** The total premium paid by the plan sponsor and the insureds during the Reporting Period.

Loss Ratio: The ratio determined by dividing Total Benefit Expense by Total Income Received Net of Taxes/Fees and Commissions.

Reporting Period: Referenced herein as the 24-month period beginning January 1, 2024, and ending on December 31, 2025, where the Gain Share Amount is determined. Subsequent reporting periods will be the 12-months ending December 31, 2026, and any extension years, if applicable.

Target Loss Ratio: The Target Loss Ratio is set at 92.0% for the Reporting Period.

Total Income Received: The sum of CMS Revenue and Group Premium during the Reporting Period. Income excludes any government taxes and fees as well as any commission and TPA administration fees.

Reporting Period and Timing:

The Gain Share Amount will be calculated based on the 24-month period from January 1, 2024, through December 31, 2025. A separate Gain Share Amount will be calculated for the 12-month period ending 12/31/2026 and any extension years, if applicable. Gain Share Amount calculations will be performed in September following the end of the refunding period. If a Gain Share Amount is awarded, it shall be due within 90 days following the calculation.

The following stipulations apply:

- Gain Share Arrangement will be offered if Anthem is the sole Medicare retiree offering.
- County mix does not change by more than 10% from the January 1, 2024, quoted membership.
- State of New Hampshire is only eligible for the Gain Share Amount if State of New Hampshire maintains continuous coverage during the Policy Period.
- Results will be based on State of New Hampshire experience.
- Any new government-imposed taxes or fees will be excluded from income, and agreement may be amended if regulatory or legislative changes materially modify the product offering.

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- If a MAPD is offered, then the Gain Share Amount cannot exceed the Group Premium paid by State of New Hampshire during the Reporting Period.
- If more than one group Medicare Advantage plan is offered or offered in conjunction with a Part D EGWP plan, the calculations will be based on the combined experience for the group.
- The time period for which the Gain Share Amount will be calculated will be adjusted if there is a pandemic (an outbreak of a disease over a wide geographic area that affects an exceptionally high proportion of members) declared by the Centers for Disease Control to have occurred during the policy period that causes an irregular claim pattern. Covid-19 is excluded. Should such an event occur Anthem and the Group will come to a mutually agreed upon alternative calculation.
- CMS requires funds associated with the rebate portion of the CMS Revenue be used for the purpose of payment of Part B premiums, supplemental drug coverage, or supplemental health benefits. In the event of a gainshare payout on the MA only offer, the employer must agree to allocating the estimated rebate portion of the payout for these purposes. Estimated rebate value to be provided at time of settlement.

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PERFORMANCE GUARANTEES

Section 1. General Conditions

A. Anthem shall conduct an analysis of the data necessary to calculate any one of the Performance Guarantees within the timeframes provided in the Attachment to this Addendum. In addition, any calculation of Performance Guarantees, reports provided, or analysis performed by Anthem shall be based on Anthem's then current measurement and calculation methodology, and shall be available to the State upon request..

B. Any audits performed by Anthem to test compliance with any of the Performance Guarantees shall be based on a statistically valid sample size with a 95% confidence level.

C. The measurement of the Performance Guarantee shall be based on: (1) the performance of any service team, business unit, or measurement group assigned by Anthem to the activity to which the specific Performance Guarantee being measured relates; and (2) data that is maintained and stored by Anthem or its Vendors. Anthem shall be accountable for the performance of all subsidiaries, affiliates, and/or subcontractors and agrees such performance is held to the same performance standards as Anthem and any subsidiary, affiliate or subcontractor's failure to perform shall place Anthem at risk. Anthem shall be responsible for payment of any performance guarantee penalty that may result from underperformance of any Anthem subcontractor, affiliate or subsidiary.

D. Parties agree to reassess any of the Performance Guarantees and/or the amounts at risk upon the occurrence of any of the following:

(1) A change to the plan benefits or the administration of the plan initiated by State that results in a substantial change in the services to be performed by Anthem or the measurement of a Performance Guarantee; or

(2) Anthem does not receive information or other support from State that would allow Anthem to meet the Guarantee; or

(3) Changes in law

E. If any Performance Guarantees are tied to a particular program and its components, such Performance Guarantees are only valid if the State participates in the program and such components for the entirety of the assessment period associated with the Performance Guarantee.

F. All Performance Guarantees may be revisited and may potentially be impacted due to a cause beyond the reasonable control of a Party such as a pandemic (an outbreak of disease that affects an exceptionally high proportion of members) being declared by the Centers for Disease Control or if a Force Majeure event (meaning an act of God, civil or military disruption, terrorism, fire, strike, flood, riot or war) occurs during the Measurement Period that impacts a meaningful portion of the State's population.

G. Client-specific Member Services and Claims Quality performance guarantees apply when there are 8,000 or more Medicare Advantage enrolled members on the Effective Date and throughout the assessment period.

H. Performance Guarantees apply when there are 1,000 or more enrolled members on the Effective Date and throughout the assessment period.

Section 2. Payment:

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A. If Anthem fails to meet any of the obligations specifically described in a Performance Guarantee, Anthem shall pay State the applicable amount set forth in the Performance Guarantee. Payment shall be in the form of a check to the State which will occur annually unless otherwise stated in the Performance Guarantee.

B. Anthem shall not be obligated to make payment under a Performance Guarantee if State's or State's vendor's action or inaction adversely impacts Anthem's ability to meet any of its obligations related to such Performance Guarantee.

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Implementation and Go Live Dates				
Service/Task	**Service Level Target**	**Measurement**	**Reporting & Assessment Intervals**	**Annual Fees at Risk**
100% of MAPD services will take effect and be fully operational on the "go live" date(s) as specified in the Contract, and 100% of ID cards will be mailed at least ten (10) business days before the beginning of the year based on information confirmation from CMS. "Go-live" readiness includes claims systems open to pay, timely mailings of member ID cards, and customer service staffed and fully operational.	100% of MAPD services will take effect and be fully operational on the "go live" date(s) as specified in the Contract, and 100% of ID cards will be mailed at least ten (10) business days before the beginning of the year based on information confirmation from CMS.	Measured by Anthem's report of initial "go-live" readiness, reported no later than 5 business days prior to the initial "go-live" date; and the State's service experience during the month following the "go-live" date.	One-time assessment, reported no later than one month after the initial "go-live" date	$100,000 for the first day and $10,000 for each subsequent calendar day the deadline that MAPD services are not fully operational.
100% of MAPD services will take effect and be fully operational on the annual "go live" date(s) as specified in the Contract, and 100% of ID cards will be mailed at least ten (10) business days before the beginning of the year based on information confirmation from CMS. "Go-live" readiness includes claims systems open to pay, timely mailings of member ID cards, and customer service staffed and fully operational.	100% of MAPD services will take effect and be fully operational on the annual "go live" date(s) as specified in the Contract, and 100% of ID cards will be mailed at least ten (10) business days before the beginning of the year based on information confirmation from CMS.	Measured by Anthem's report of service readiness, reported no later than 5 business days prior to each subsequent annual plan-year effective date; and the State's service experience during the month following each subsequent annual plan-year effective date.	Reported and assessed annually, in subsequent years of the contract.	$75,000 for the first day and $5,000 for each subsequent calendar day the deadline that MAPD is not fully operational.
In the event of a significant claims system upgrade or platform change, all MAPD services shall take effect/ go live and be fully operational on the system 'go-live' effective date, with, if appropriate, 100% of members being issued a valid ID card at least fifteen (15) business days before system "go-live" date.	100% of MAPD services will take effect and be fully operational on the system 'go live' effective date(s) as specified in the contract and, if applicable, 100% of members will be mailed accurate ID cards at least fifteen (15) business days before system "go-live" date.	Measured by Anthem's report of system 'go-live' readiness, reported no later than 5 business days prior to the system 'go-live' date; and the State's service experience during the month following the system 'go-live' date.	Reported and assessed within 30 days of plan year in which system "go-live" date falls.	$25,000 for the first day and $5,000 for each subsequent calendar day the deadline that MAPD is not fully operational

Plan Design Administration				
Service/Task	**Service Level Target**	**Measurement**	**Reporting & Assessment Intervals**	**Annual Fees at Risk**
Reporting of Retiree and Dependents enrolled in MAPD and Drop Part B and/or, if applicable, Drop Part D	Report 100% of MAPD enrollees who drop their Medicare Part B or Part D coverage on the day identified so that their Part B or Part D cancellation may be reinstated timely, and they do not experience any gap in coverage.	100% of Medicare-eligible retirees and their Medicare-eligible dependents who are enrolled in MAPD and are identified as having dropped their Medicare Part B or Part D coverage will be reported to the State on the day identified.	Reported monthly, assessed quarterly	$5,000 per day for each MAPD enrollee who is identified to have dropped their Medicare Part B or Part D coverage and is not reported to the State on the day identified resulting in lack of timely reinstatement and therefore experiencing a gap in coverage.

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Unique member Identifier Administration Requirement				
Service/Task	**Service Level Target**	**Measurement**	**Reporting & Assessment Intervals**	**Annual Fees at Risk**
Anthem must be able to accept, store, and report member-level detail, using the following data elements: 1. Social Security Number, 2. Individual Personal Identification number (PID), assigned by the State to each covered member (subscribers and dependents), 3. Subscriber Personal Identification number (PID) assigned by the State and reported for each covered member on an account, 4. Vendor-assigned Contract Number, unique to the Vendor and the Plan. The State stores and tracks member-level detail using SSNs and unique the State-assigned PIDs. ALL eligibility and member-level reporting must include these unique identifiers.	100% of the Unique member Identifier Administration Requirement is to be administered as described in the RFP. In the event of an error, Anthem must agree to reimburse the State for all expenses (monetary and time) resulting from, and associated with resolving, this error. This includes, but is not limited to, staff hours handling members' phone calls, development, and distribution (including postage) of communication materials, as well as re-printing or issuing of any plan documents and ID cards associated with the error.	Reporting requirements will be reviewed and finalized during the State's implementation.	Reported and assessed quarterly.	$50,000 annual maximum

Member Services				
Service/Task	**Service Level Target**	**Measurement**	**Reporting & Assessment Intervals**	**Annual Fees at Risk**
Average Speed of Answer (ASA)	100% of all inbound State-specific member calls selecting the IVR will be answered within 10 seconds or less on average, and 30 seconds for member calls selecting a live Member Service Representative (MSR). This excludes calls abandoned before answering.	The total time for all calls to be answered, divided by the total number of calls. Measured by Anthem's standard internal call reports produced by Anthem's automated phone system for all of the State's member calls.	Reported monthly, assessed quarterly	$10,000 for each month that exceeds the 30 second average, measured separately for IVR and live MSR inbound calls. $100,000 annual maximum.
Telephone Abandonment Rate	Average call abandonment rate will be less than 3%.	The number of calls accepted into the telephone system, compared to those that are abandoned. Measured by Anthem's standard internal call reports for the State-specific calls produced by Anthem's automated phone system for all member calls.	Reported monthly, assessed quarterly	$10,000 for each percentage point above the threshold, measured on a monthly basis. $50,000 annual maximum.
Anthem's website for the State's members will offer online, real-time access, except for scheduled maintenance.	Anthem's website for the State's members will be available and fully operational 100% of the time, except for scheduled maintenance.	Total 'live' operational and accessibility time, divided by the difference of total time less maintenance time.	Reported quarterly, assessed annually	$5,000 for each percentage below the standard. $25,000 annual maximum.

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Account Management/ Client Services				
Service/Task	**Service Level Target**	**Measurement**	**Reporting & Assessment Intervals**	**Annual Fees at Risk**
Semi-Annual Meetings	Meetings will be attended by members of Anthem's Account Team who are directly accountable for the information presented/discussed. At a minimum, an Account Team member closely involved in the daily operations of the State account, a clinician (as appropriate), and an executive-level Team member with oversight responsibility must be in attendance. Reporting and information with the appropriate level of detail will be provided in advance of the call.	Anthem will attend semi-annual meetings, on-site if requested by the State to present current plan and service performance, address any recent issues/challenges encountered, suggest potential savings opportunities, and discuss other pertinent topics to be identified prior to each meeting. Attendees must be intimately familiar with the data and topics being presented/discussed, able to confidently answer questions, and able to make suggestions specifically applicable to the State's plan. The mid-year and year-end meetings are expected to provide more robust, detailed plan metrics, observations, and consultative discussion. The meetings must take place between 30 and 45 days after the end of the 6-month period.	Reported quarterly and assessed annually	$50,000 annual maximum
Tracking Log of Claim Inquiries, member issues, and/or Complaints and Final Resolutions	100% of claim inquiries, member issues and/or complaints from either the State staff or members, acknowledged (return phone call) within 1 business day, and follow-up of resolution status within 2 business days, if not yet resolved.	Actual percentage of claim inquiries, member issues and/or complaints from either the State staff or members, acknowledged (return phone call) within 1 business day, and follow-up of resolution status within 2 business days, if not yet resolved.	Reported quarterly, assessed annually	$25,000 for each percentage below the threshold.

Account Management Satisfaction				
Service/Task	**Service Level Target**	**Measurement**	**Reporting & Assessment Intervals**	**Annual Fees at Risk**
Annual Score Card	On a scale of 1 to 5, with 5 being "Excellent", a minimum average score of 4 will be attained on the standard annual Anthem Account Management Satisfaction Survey (AMSS).	A minimum average score of 4 will be attained on the standard annual Anthem Account Management Satisfaction Survey (AMSS). A minimum of three responses by the State to the AMSS is required to base the score on State-specific responses only.	Reported and assessed annually	$25,000 for each percentage below the threshold, $75,000 maximum annually.

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Claims Processing				
Service/Task	Service Level Target	Measurement	Reporting & Assessment Intervals	Annual Fees at Risk
Plan Design Changes Implemented Accurately	Unless otherwise directed by the State, Anthem shall correctly implement any plan design changes no later than 60 days of written confirmation by the State.	Actual percentage reported through internal audits and identified through the State staff or member complaints.	Reported quarterly, assessed annually	$5,000 will be at risk per day subject to a $100,000 annual maximum.
Claim Payment Accuracy:	A minimum of 97.5% of medical claims will be paid or denied correctly.	Based on the number of audited medical claims paid and denied correctly divided by the total number of audited medical claims paid and denied.	Reported quarterly, assessed annually	$10,000 will be at risk for each percentage below the threshold each quarter, with an annual maximum penalty of $50,000.
Identification of System Errors	Systems impacting the State's claim payment/processing and eligibility will operate error free.	Anthem shall document in a systems issues log, to be reviewed with the State no less than bi-weekly, all system error details impacting claim payment/ processing/ eligibility, along with the proposed solution and the final solution as agreed upon by the State.	Reported quarterly, assessed annually	$1,000 for the first subsequent error or repeat error identical in nature. $2,000 for all additional errors identified in nature. Subject to a $50,000 annual maximum.
Financial payment Accuracy	99% of claims will be paid accurately	Calculated as the total audited "paid" dollars minus the absolute value of over and underpayments, divided by total audited paid dollars. The standard must be maintained each month.	Reported quarterly, assessed quarterly	$10,000 will be at risk for each percentage below the threshold each quarter, with an annual maximum penalty of $50,000.
Rx Mail Turnaround – Prescriptions not requiring intervention	At least 98% of routine home delivery prescription orders will be shipped within 2 business days.	Measured in whole business days from the date a prescription order is received by Anthem to the date the prescription order is shipped.	Reported and assessed quarterly	$50,000 for each percentage below the threshold.
Rx Mail Turnaround – Prescriptions requiring intervention	At least 95% of non-routine home delivery prescription orders will be shipped within 5 business days.	Measured in whole business days from the date a prescription order is received by Anthem to the date the prescription order is shipped.	Reported and assessed quarterly	$50,000 for each percentage below the threshold.

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Reporting				
Service/Task	Service Level Target	Measurement	Reporting & Assessment Intervals	Annual Fees at Risk
Anthem must provide MMR reports monthly	Anthem will provide accurate MMR reports monthly by the end of the corresponding month, as appropriate.	The monthly MMR shall be submitted by the end of the corresponding month, including all fields as received from CMS.	Reported and Assessed Monthly	$5,000 per day for each business day that the standard is not met. $100,000 annual maximum.
Anthem must provide MOR reports upon request, no more often than annually	Anthem will provide accurate MOR reports upon request, no more often than annually, including all fields as received from CMS. The latest MOR will be submitted within 30 days of request.	The MOR reports shall be submitted upon request, no more often than annually, including all fields as received from CMS.	Reported and Assessed Annually	$5,000 per day for each business day that the standard is not met. $100,000 annual maximum.
Anthem must provide claims data monthly	Anthem will provide claim line detail for ALL claims in a mutually agreed upon format by the 25th calendar day of the month following the subject month, as described in the RFP.	The claim line detail for ALL claims, as described in the RFP, shall be received by the 25th calendar day of the month following the subject month.	Reported and Assessed Monthly	$5,000 per day for each business day that the standard is not met. $100,000 annual maximum.
Anthem must report all CMS revenues and pharmacy rebates and other manufacturer revenue to the State	Anthem will report all CMS revenues (e.g., CMS direct subsidy; Federal reinsurance payments, Manufacturer coverage gap discounts, Low-income subsidies) and pharmacy rebates and other manufacturer revenue to the State on a quarterly basis.	All CMS revenues and rebates reported to the State on a quarterly basis in a mutual agreed upon timeframe.	Reported and Assessed Quarterly	$5,000 per day for each business day that the standard is not met. $100,000 maximum.

Eligibility				
Service/Task	Service Level Target	Measurement	Reporting & Assessment Intervals	Annual Fees at Risk
Eligibility Loads (Initial Enrollment)	Initial enrollment file will be loaded within 24 hours of receipt. Files must be received by 12:00 midnight Eastern Time (ET); otherwise, written notification of the file delivery (off schedule) must be provided, and receipt confirmed by Anthem. If the file is received after 12:00 midnight ET, the guarantee period commences upon file receipt.	Loaded accurately, in use, and notification transmitted to the State within 5 business days of receipt.	Reported and assessed annually	$50,000 for each business day that the standard is not met. $250,000 maximum.
Eligibility updates	Twice per week eligibility update files will be loaded within 24 hours of receipt. Files must be received by 12:00 midnight ET; otherwise, written notification of the file delivery (off schedule) must be provided, and receipt confirmed by Anthem. If the file is received after 12:00 midnight ET, the guarantee period commences upon file receipt.	Loaded accurately, in use, and notification transmitted to the State within 24 hours of receipt.	Reported quarterly, assessed annually	$5,000 per day for each business day the standard is not met. $50,000 maximum annually.

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Communications				
Service/Task	**Service Level Target**	**Measurement**	**Reporting & Assessment Intervals**	**Annual Fees at Risk**
Approval of Communications: Anthem must submit correspondence and information intended for members (other than in response to individual inquiries) to the State for approval before dissemination.	CMS-mandated communications that must follow CMS guidelines, communications triggered by CMS transaction codes, operational communications, and core communications critical to the member experience that have limitations or cannot be changed will not be subject to the State's approval; however, these materials will be shared with the State.	Anthem will submit correspondence and information to the State for review and approval prior to dissemination.	Reported quarterly, as applicable, and assessed annually	$25,000 per occurrence of applicable communication materials being released without the State's approval will be at risk. An incident will be defined as a per communication occurrence, rather than a per member occurrence.

Medical Loss Ratio (MLR) Guarantee				
Service/Task	**Service Level Target**	**Measurement**	**Reporting & Assessment Intervals**	**Annual Fees at Risk**
MLR	MLR is greater than or equal to 92%	Total incurred claims and QIA expense divided by total premium revenue.	Reported quarterly and assessed annually.	50% x premium revenue x (92% less MLR)

Network Access Guarantee				
Service/Task	**Service Level Target**	**Measurement**	**Reporting & Assessment Intervals**	**Annual Fees at Risk**
Network Access	99.5% of the State's members enrolled in Anthem's Medicare Advantage PPO Plan will be able to access the Medicare physician of their choice. A Medicare physician is defined as a professional provider eligible to receive payment from Medicare.	This guarantee will be measured based on reports made to Anthem's Network Support team regarding out-of-network Medicare physicians unwilling to accept Anthem's Medicare Advantage PPO Plan. The team will work to resolve reported disruptions through provider outreach and education. If an out-of-network Medicare physician refuses to accept the Plan and provide care to the member after outreach, the impacted member will be included in the disruption calculation. The calculation will be based on the number of the State's members (reported during the Measurement Period) experiencing disruption after Anthem's outreach divided by the State's average membership during the Measurement Period.	Reported and assessed annually	$5,000 will be at risk for every percentage below the 99.5% threshold to an annual maximum of $25,000.

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APPENDIX I – SUMMARY OF BENEFITS

Attached herein is the State's Summary of Benefits effective January 1, 2024.

Contractor Initials UMP
Date 4/22/23

Anthem Blue Cross and Blue Shield Standard Plan Summary
For The
State of New Hampshire

Effective 01/01/2024

The benefits and description of covered services within this summary are pending CMS approval and subject to change.

Covered Medical Benefits	In Network	Out of Network
Annual Medical Part B Deductible	$226	
Maximum Out-of-Pocket responsibility (does not include prescription drugs)	$226	
High Level Benefits		
Inpatient Hospital Care	$0 copay per admission	$0 copay per admission
Outpatient Surgery - (Outpatient Hospital Facility or Ambulatory Surgical Center visit)	$0 copay per visit	$0 copay per visit
Outpatient Surgery - Observation Room	$0 copay per visit	$0 copay per visit
Physician Services - Primary Care Physician (PCP)	$0 copay per visit	$0 copay per visit
Physician Services - Specialist	$0 copay per visit	$0 copay per visit
Video Doctor Visits (LiveHealth Online)	$0 copay per visit	$0 copay per visit
Annual Wellness Visit	$0 copay per visit	$0 copay per visit
Inpatient Services		
Inpatient Mental Health Care	$0 copay per admission	$0 copay per admission
Skilled Nursing Facility (SNF) Care	$0 copay per day 1-100 days per benefit period	$0 copay per day 1-100 days per benefit period
Home health agency care	$0 copay per visit	$0 copay per visit
Hospice care Consultation Hospice care covered by Original Medicare at a Medicare Certified Hospice	$0 copay one time only consultation 1 visit per lifetime	$0 copay one time only consultation 1 visit per lifetime
Outpatient Services		
Chiropractic services (Medicare-covered)	$0 copay per visit	$0 copay per visit
Acupuncture for chronic low back pain (Medicare-covered)	$0 copay per visit	$0 copay per visit
Podiatry Services	$0 copay per visit	$0 copay per visit
Outpatient Mental Health Care - Professional Individual Therapy Visit	$0 copay per visit	$0 copay per visit
Outpatient Mental Health Care - Professional Group Therapy Visit	$0 copay per visit	$0 copay per visit
Outpatient Mental Health Care - Professional Partial Hospitalization Visit	$0 copay per visit	$0 copay per visit
Ambulance	$0 copay per one way trip	$0 copay per one way trip
Emergency care	$0 copay per visit	$0 copay per visit
Urgently Needed Services	$0 copay per visit	$0 copay per visit
Outpatient Rehabilitation Services - Physical, Occupational & Speech Therapy Visits	$0 copay per visit	$0 copay per visit

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Durable Medical Equipment and Related Supplies	$0 copay per purchase	$0 copay per purchase
Diabetes self-management training & supplies - Blood Glucose Test Strips, Lancet Devices, Lancets & Glucose Control Solutions	$0 copay per purchase 30 days per supply	$0 copay per purchase 30 days per supply
Diabetes self-management training & supplies - Blood Glucose Monitor	$0 copay per purchase	$0 copay per purchase
Diabetes self-management training & supplies - Therapeutic Shoes	$0 copay per purchase	$0 copay per purchase
Diabetes self-management training & supplies - Self-Management Training	$0 copay per visit	$0 copay per visit
Outpatient Diagnostic Tests, Therapeutic Services & Supplies - X-rays and Simple Diagnostic Tests	$0 copay per visit	$0 copay per visit
Outpatient Diagnostic Tests, Therapeutic Services & Supplies - Complex Diagnostic Tests and Radiology services	$0 copay per visit	$0 copay per visit
Hearing services Medicare-covered diagnostic hearing and balance evaluations	$0 copay per visit	$0 copay per visit
Vision Care - Medicare Covered - Exams (diagnose & treat diseases of the eye) - Specialist	$0 copay per visit	$0 copay per visit
Vision Care - Medicare Covered - Glasses/Contacts following Cataract Surgery	$0 copay per surgery	$0 copay per surgery
Other Services		
Prescription Drugs Covered Under Medical Plan (Part B Drugs) - Medicare Covered Part B Drug	$0 copay	$0 copay
Additional supplemental benefits, services, and discounts		
Routine Hearing Services - Routine Hearing Exams	$0 copay per visit 1 visit every calendar year $70 maximum, including hearing aid fitting evaluations, every calendar year	$0 copay per visit 1 visit every calendar year $70 maximum, including hearing aid fitting evaluations, every calendar year
Routine Hearing Services - Hearing aid fitting Evaluations	$0 copay per visit 1 visit per hearing aid $70 maximum, including routine hearing exams, every calendar year	$0 copay per visit 1 visit per hearing aid $70 maximum, including routine hearing exams, every calendar year
Routine Hearing Services - Hearing Aids	$0 copay for hearing aids, supplied by hearing care solutions $500 per ear $1000 every three calendar years	$0 copay for hearing aids, supplied by hearing care solutions $500 per ear $1000 every three calendar years
Routine Vision Services - Routine vision exams	$0 copay per visit 1 visit every calendar year $70 maximum, every calendar year	$0 copay per visit 1 visit every calendar year $70 maximum, every calendar year

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Routine Vision Services - Eyewear	$0 copay for eyewear, maximum benefit $100 every two calendar years	$0 copay for eyewear, maximum benefit $100 every two calendar years
Routine Foot Care - Specialist	$0 copay per visit 12 visits per year	$0 copay per visit 12 visits per year
Health and Wellness Education Programs - SilverSneakers	$0 copay per visit	$0 copay per visit
24/7 NurseLine	$0 copay per visit	$0 copay per visit
Foreign Travel - Emergency Outpatient Care	$0 copay per visit	$0 copay per visit
Foreign Travel - Urgently Needed Services	$0 copay per visit	$0 copay per visit
Foreign Travel - Inpatient Care	$0 copay per admission 60 days per lifetime	$0 copay per admission 60 days per lifetime
Healthy Meals	$0 copay per qualifying event 14 meals per qualifying event four (4) events per year 56 meals in total	$0 copay per qualifying event 14 meals per qualifying event four (4) events per year 56 meals in total
Scalp Hair Prostheses	$0 copay per visit $350 per year	$0 copay per visit $350 per year
Pharmacy Benefits	**10/25/40 with Standard Network**	
Gap Coverage	Full Gap	
Formulary	Enhanced	
Network	Standard	
Deductible	$0	
Retail 30	**Standard Network**	
Select Generics	$0 copay	
Generics	$10 copay	
Preferred Brand	$25 copay	
Non-Preferred Brand / Specialty	$40 copay	
Retail 90		
Select Generics	$0 copay	
Generics	$30 copay	
Preferred Brand	$75 copay	
Non-Preferred Brand	$120 copay	

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Mail Order	**90 days per prescription**	
Select Generics	$0 copay	
Generics	$10 copay	
Preferred Brand	$50 copay	
Non-Preferred Brand	$80 copay	
General		
Drug Plan Out of Pocket	$750 per year	
Extra Covered Drugs ECD Option	**ECDHLP** Cough and Cold; DESI, Vitamins, Minerals, Erectile Dysfunction (ED), Enteral Formula, and Fertility Drugs	
Catastrophic Coverage	**CMAXF** Generics - $0 Brands - $0	
Retail Days' Supply Limits	per 30 Day Supply	
Mail Days' Supply Limits	per 90 Day Supply	
Specialty Days' Supply Limits	per 30 Day Supply	
Pharmacy Benefits	**10/25/40 with Preferred Option 1 Network**	
Gap Coverage	Full Gap	
Formulary	Enhanced	
Network	Preferred	
Deductible	$0	
Retail 30	**Preferred Network**	**Standard Network**
Select Generics	$0 copay	$0 copay
Generics	$5 copay	$10 copay
Preferred Brand	$15 copay	$25 copay
Non-Preferred Brand / Specialty	$30 copay	$40 copay
Retail 90		
Select Generics	$0 copay	$0 copay
Generics	$15 copay	$30 copay
Preferred Brand	$45 copay	$75 copay
Non-Preferred Brand	$90 copay	$120 copay
Mail Order	**90 days per prescription**	
Select Generics	$0 copay	
Generics	$10 copay	
Preferred Brand	$50 copay	
Non-Preferred Brand	$80 copay	
General		
Drug Plan Out of Pocket	$750 per year	
Extra Covered Drugs ECD Option	**ECDHLP** Cough and Cold; DESI, Vitamins, Minerals, Erectile Dysfunction (ED), Enteral Formula, and Fertility Drugs	

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Catastrophic Coverage	CMAXF Generics - $0 Brands - $0
Retail Days' Supply Limits	per 30 Day Supply
Mail Days' Supply Limits	per 90 Day Supply
Specialty Days' Supply Limits	per 30 Day Supply

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This information is not a complete description of benefits. Contact the plan for more information.

Limitations, copayments, coinsurance and restrictions may apply. Benefits, premiums and/or copayments/coinsurance may change upon renewal or on January 1 of each year.

All copays, coinsurance, and deductibles listed in the benefits chart are accrued toward the medical plan out-of-pocket maximum with the exception of the routine hearing services and the foreign travel emergency and urgently needed care copay or coinsurance amounts. Part D Prescription drug deductibles and copays do not apply to the medical plan out-of-pocket maximum.

If plan includes an annual deductible, the annual deductible applies to all services except Hospice One-Time Consultation, Ambulance Services, Emergency Care, Urgently Needed Services, Diabetic Supplies if purchased from pharmacy, Blood Glucose Monitors if purchased from pharmacy, Diabetes Self- Management Training, COPD Testing, Blood, Glaucoma Screening, Diabetic Retinopathy Screening, Abdominal Aortic Aneurysm Screening, Bone Mass Measurement, Colorectal Cancer Screening and Colorectal Services, HIV Screening, Screening for Sexually Transmitted Infections (STIs) and Counseling to Prevent STIs, Medicare Part B Immunizations, Breast Cancer Screening (Mammograms), Cervical and Vaginal Cancer Screening, Prostate Cancer Screening

Exams, Cardiovascular Disease Risk Reduction Visit, Cardiovascular Disease Testing, Welcome to Medicare Preventive Exam, Annual Wellness Visit, Depression Screening, Diabetes Screening, Medicare Diabetes Prevention Program (MDPP), Obesity Screening and Therapy to Promote Sustained Weight Loss, Screening and Counseling to Reduce Alcohol Misuse, Screening for Lung Cancer with Low Dose Computed Tomography, Medical Nutrition Therapy, Smoking and Tobacco Use Cessation, Kidney Disease Education Services, Outpatient Dialysis Treatments, Home Dialysis, Self-Dialysis Training, Part B Drugs and Administration, Chemotherapy Part B Drugs and Administration, Routine Hearing Services, Routine Vision Services, Annual Routine Physical Exam, LiveHealth Online, Fitness, Nurse Line, Foreign Travel, Healthy Food Deliveries and Healthy Nutrition. Please note all of these benefit categories may not be listed in this benefit summary.

The formulary, pharmacy network, and/or provider network may change at any time. You will receive notice when necessary.

Out-of-network/non-contracted providers are under no obligation to treat members, except in emergency situations. For a decision about whether we will cover an out-of-network service, we encourage you or your provider to ask us for a pre-service organization determination before you receive the service. Please call our customer service number or see your Evidence of Coverage for more information, including the cost-sharing that applies to out-of-network services.

*** PPO Preventive Services: A complete list of the preventive services is available. Part D Deductible

If Part D plan includes a deductible, the deductible applies to all Part D covered drugs except Select Generics. The deductible does not apply to non-Part D drugs which may be covered under the plan as "Extra Covered Drugs".

Part D True Out-of-Pocket

All coinsurance, copayments and deductibles listed in this benefit summary are accrued toward the Part D plan's True Out-of-Pocket (TrOOP) with the exception of any cost shares for non-Part D drugs which may be covered under the plan as "Extra Covered Drugs". Medical deductibles and copays do not apply to the Part D True Out-of-Pocket.

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Anthem Blue Cross and Blue Shield Preferred Plan Summary For The State of New Hampshire

Effective 01/01/2024

The benefits and description of covered services within this summary are pending CMS approval and subject to change.

Covered Medical Benefits	In Network	Out of Network
Annual Medical Part B Deductible	$226	
Maximum Out-of-Pocket responsibility (does not include prescription drugs)	$226	
High Level Benefits		
Inpatient Hospital Care	$0 copay per admission	$0 copay per admission
Outpatient Surgery - (Outpatient Hospital Facility or Ambulatory Surgical Center visit)	$0 copay per visit	$0 copay per visit
Outpatient Surgery - Observation Room	$0 copay per visit	$0 copay per visit
Physician Services - Primary Care Physician (PCP)	$0 copay per visit	$0 copay per visit
Physician Services - Specialist	$0 copay per visit	$0 copay per visit
Video Doctor Visits (LiveHealth Online)	$0 copay per visit	$0 copay per visit
Annual Wellness Visit	$0 copay per visit	$0 copay per visit
Inpatient Services		
Inpatient Mental Health Care	$0 copay per admission	$0 copay per admission
Skilled Nursing Facility (SNF) Care	$0 copay per day 1-100 days per benefit period	$0 copay per day 1-100 days per benefit period
Home health agency care	$0 copay per visit	$0 copay per visit
Hospice care Consultation Hospice care covered by Original Medicare at a Medicare Certified Hospice	$0 copay one time only consultation 1 visit per lifetime	$0 copay one time only consultation 1 visit per lifetime
Outpatient Services		
Chiropractic services (Medicare-covered)	$0 copay per visit	$0 copay per visit
Acupuncture for chronic low back pain (Medicare-covered)	$0 copay per visit	$0 copay per visit
Podiatry Services	$0 copay per visit	$0 copay per visit
Outpatient Mental Health Care - Professional Individual Therapy Visit	$0 copay per visit	$0 copay per visit
Outpatient Mental Health Care - Professional Group Therapy Visit	$0 copay per visit	$0 copay per visit
Outpatient Mental Health Care - Professional Partial Hospitalization Visit	$0 copay per visit	$0 copay per visit
Ambulance	$0 copay per one way trip	$0 copay per one way trip
Emergency care	$0 copay per visit	$0 copay per visit
Urgently Needed Services	$0 copay per visit	$0 copay per visit
Outpatient Rehabilitation Services - Physical, Occupational & Speech Therapy Visits	$0 copay per visit	$0 copay per visit

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Durable Medical Equipment and Related Supplies	$0 copay per purchase	$0 copay per purchase
Diabetes self-management training & supplies - Blood Glucose Test Strips, Lancet Devices, Lancets & Glucose Control Solutions	$0 copay per purchase 30 days per supply	$0 copay per purchase 30 days per supply
Diabetes self-management training & supplies - Blood Glucose Monitor	$0 copay per purchase	$0 copay per purchase
Diabetes self-management training & supplies - Therapeutic Shoes	$0 copay per purchase	$0 copay per purchase
Diabetes self-management training & supplies - Self-Management Training	$0 copay per visit	$0 copay per visit
Outpatient Diagnostic Tests, Therapeutic Services & Supplies - X-rays and Simple Diagnostic Tests	$0 copay per visit	$0 copay per visit
Outpatient Diagnostic Tests, Therapeutic Services & Supplies - Complex Diagnostic Tests and Radiology services	$0 copay per visit	$0 copay per visit
Hearing services Medicare-covered diagnostic hearing and balance evaluations	$0 copay per visit	$0 copay per visit
Vision Care - Medicare Covered - Exams (diagnose & treat diseases of the eye) - Specialist	$0 copay per visit	$0 copay per visit
Vision Care - Medicare Covered - Glasses/Contacts following Cataract Surgery	$0 copay per surgery	$0 copay per surgery
Other Services		
Prescription Drugs Covered Under Medical Plan (Part B Drugs) - Medicare Covered Part B Drug	$0 copay	$0 copay
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Routine Hearing Services - Hearing Aids	$0 copay for hearing aids, supplied by hearing care solutions $500 per ear $1000 every three calendar years	$0 copay for hearing aids, supplied by hearing care solutions $500 per ear $1000 every three calendar years
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Routine Vision Services - Eyewear	$0 copay for eyewear, maximum benefit $100 every two calendar years	$0 copay for eyewear, maximum benefit $100 every two calendar years
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Network	Preferred	
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Generics	$5 copay	$10 copay
Preferred Brand	$15 copay	$25 copay
Non-Preferred Brand / Specialty	$30 copay	$40 copay
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Select Generics	$0 copay	$0 copay
Generics	$15 copay	$30 copay
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Non-Preferred Brand	$90 copay	$120 copay
Mail Order	**90 days per prescription**	
Select Generics	$0 copay	
Generics	$10 copay	
Preferred Brand	$50 copay	
Non-Preferred Brand	$80 copay	

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General	
Drug Plan Out of Pocket	$750 per year
Extra Covered Drugs ECD Option	ECDHLP Cough and Cold; DESI, Vitamins, Minerals, Erectile Dysfunction (ED), Enteral Formula, and Fertility Drugs
Catastrophic Coverage	CMAXF Generics - $0 Brands - $0
Retail Days' Supply Limits	per 30 Day Supply
Mail Days' Supply Limits	per 90 Day Supply
Specialty Days' Supply Limits	per 30 Day Supply

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If plan includes an annual deductible, the annual deductible applies to all services except Hospice One-Time Consultation, Ambulance Services, Emergency Care, Urgently Needed Services, Diabetic Supplies if purchased from pharmacy, Blood Glucose Monitors if purchased from pharmacy, Diabetes Self- Management Training, COPD Testing, Blood, Glaucoma Screening, Diabetic Retinopathy Screening, Abdominal Aortic Aneurysm Screening, Bone Mass Measurement, Colorectal Cancer Screening and Colorectal Services, HIV Screening, Screening for Sexually Transmitted Infections (STIs) and Counseling to Prevent STIs, Medicare Part B Immunizations, Breast Cancer Screening (Mammograms), Cervical and Vaginal Cancer Screening, Prostate Cancer Screening

Exams, Cardiovascular Disease Risk Reduction Visit, Cardiovascular Disease Testing, Welcome to Medicare Preventive Exam, Annual Wellness Visit, Depression Screening, Diabetes Screening, Medicare Diabetes Prevention Program (MDPP), Obesity Screening and Therapy to Promote Sustained Weight Loss, Screening and Counseling to Reduce Alcohol Misuse, Screening for Lung Cancer with Low Dose Computed Tomography, Medical Nutrition Therapy, Smoking and Tobacco Use Cessation, Kidney Disease Education Services, Outpatient Dialysis Treatments, Home Dialysis, Self-Dialysis Training, Part B Drugs and Administration, Chemotherapy Part B Drugs and Administration, Routine Hearing Services, Routine Vision Services, Annual Routine Physical Exam, LiveHealth Online, Fitness, Nurse Line, Foreign Travel, Healthy Food Deliveries and Healthy Nutrition. Please note all of these benefit categories may not be listed in this benefit summary.

The formulary, pharmacy network, and/or provider network may change at any time. You will receive notice when necessary.

Out-of-network/non-contracted providers are under no obligation to treat members, except in emergency situations. For a decision about whether we will cover an out-of-network service, we encourage you or your provider to ask us for a pre-service organization determination before you receive the service. Please call our customer service number or see your Evidence of Coverage for more information, including the cost-sharing that applies to out-of-network services.

*** PPO Preventive Services: A complete list of the preventive services is available. Part D Deductible

If Part D plan includes a deductible, the deductible applies to all Part D covered drugs except Select Generics. The deductible does not apply to non-Part D drugs which may be covered under the plan as "Extra Covered Drugs".

Part D True Out-of-Pocket

All coinsurance, copayments and deductibles listed in this benefit summary are accrued toward the Part D plan's True Out-of-Pocket (TrOOP) with the exception of any cost shares for non-Part D drugs which may be covered under the plan as "Extra Covered Drugs". Medical deductibles and copays do not apply to the Part D True Out-of-Pocket.

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APPENDIX II - INCORPORATION of RFP RESPONSE

Anthem's response to RFP 2736-23 is hereby incorporated by reference.

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APPENDIX III – DATA PROTECTION AND SECURITY

REQUIRED PROTECTION OF CONFIDENTIAL INFORMATION AND DATA SECURITY

In performing its obligations under the Agreement, Contractor, inclusive of any subsidiaries and related entities shall gain access to State Confidential Information and with respect to such will comply with the following terms and conditions. Protection of State Confidential Information shall be an integral part of the business activities of Contractor. Contractor shall take steps to prevent the inappropriate or unauthorized use of State data and information.

1. Definitions
    a. Confidential Information. Personally identifiable information (PII), and other personal private, and/or sensitive information or data as defined under applicable law.
2. Contractor Responsibilities
    a. Confidential Information obtained by Contractor shall remain the property of the State and shall at no time become the property of Contractor unless otherwise explicitly permitted under the Agreement.
    b. Contractor shall develop and implement policies and procedures to safeguard the confidentiality, integrity and availability of the State's Confidential Information.
    c. Contractor shall not use the State's Confidential Information developed or obtained during the performance of, or acquired or developed by reason set forth within the Agreement, except as necessary for Contractor's performance under the Agreement, or unless otherwise permitted under the Agreement.
    d. In the event Contractor stores Confidential Information, such information shall be encrypted by Contractor both at rest and in motion.
    e. Contractor shall have, and shall ensure that any Subcontractors or related entities have, reasonable security measures in place for protection of the State's Confidential Information. Such security measures shall comply with HIPAA and all other applicable State and federal data protection and privacy laws.
3. Controls. Contractor shall, and shall ensure that any Subcontractors or related entities use at all times proper controls for secured storage of, limited access to, and rendering unreadable prior to discarding, all records containing the State's Confidential Information. Contractor shall not store or transfer Confidential Information collected in connection with the services rendered under the Agreement outside of the North America. This includes backup data and disaster recovery locations.
4. Breach Notification.
    a. Contractor shall notify the State of any security breach, or potential breach of Contractor or any Subcontractors or related entities, that jeopardizes, or may jeopardize the State's Confidential Information. For purposes of reporting under this Section, security breach or potential breach shall be limited to the successful or attempted unauthorized access, use, disclosure, modification, or destruction of information, or the successful or attempted

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interference with system operations in an information system, that compromises the security, confidentiality or integrity of such Confidential Information consistent with applicable laws. For purposes of clarity, potential breaches shall not include incidents that do not compromise the security, confidentiality or integrity of the State's Confidential Information consistent with applicable laws, such as pings and other broadcast attacks on Contractor's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above.

b. Contractor shall notify the State of a security breach, or potential breach of Contractor or any Subcontractors or related entities upon discovery. Contractor will treat a security breach or potential breach as being discovered as of the first day on which such incident is known to Contractor, or by exercising reasonable diligence, would have been known to Contractor. Contractor shall be deemed to have knowledge of a security breach or potential breach if such incident is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee, officer or other agent of Contractor.

c. A report of the security breach or potential breach of Contractor or any Subcontractors or related entities shall be made and include all available information. Contractor shall: make efforts to investigate the causes of the security breach or potential breach; promptly take measures to prevent any future breach; and mitigate any damage or loss. In addition, Contractor shall inform the State of the actions it is taking, or will take, to reduce the risk of further loss to the State.

d. All legal notifications required as a result of a breach of information, or potential breach, collected pursuant to the Agreement shall be made at the Contractor's cost and coordinated with the State to the extent practicable.

5. Liability and Damages. In addition to Contractor's liability as set forth elsewhere in the Agreement, if Contractor or any of its Subcontractors or related entities is determined by forensic analysis or report, to be the likely source of any loss, disclosure, theft or compromise of State's Confidential Information, the State shall recover from Contractor all costs of response and recovery resulting from the security breach or potential breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services. A security breach or potential breach may cause the State irreparable harm for which monetary damages would not be adequate compensation. In the event of such an incident, the State is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the State may be entitled at law or in equity. Such remedies shall not be deemed exclusive, but shall be in addition to all other remedies available at law or in equity, subject to any express exclusion or limitations in the Agreement to the contrary.

6. Data Breach Insurance. In addition to Contractor's insurance obligations as set forth in the form contract P-37, Contractor shall carry cybersecurity insurance coverage for unauthorized access, use,

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acquisition, disclosure, failure of security, breach of Confidential Information, privacy perils, in an amount not less than $10 million per annual aggregate, covering all acts, errors, omissions, at minimum, during the full term of the Agreement. Such coverage shall be maintained in force at all times during the term of the Agreement and during any period after the termination of the Agreement during which Contractor maintains State Confidential Information.

7. Data Recovery. Contractor shall be responsible for ensuring backup and redundancy of the State's Confidential Information for recovery in the event of a system failure or disaster event within Contractor's data storage systems. Contractor shall ensure that its Subcontractor or related entities provide similar backup and redundancy of the State's Confidential Information.
8. Return or Destruction of Confidential Information. Upon termination of the Agreement for any reason, Contractor shall:
    a. Retain only that Confidential Information which is necessary for Contractor to continue its proper management and administration or to carry out its legal responsibilities;
    b. Destroy, in accordance with applicable law and Contractor's record retention policy that it applies to similar records, the remaining Confidential Information that Contractor still maintains in any form;
    c. Continue to use appropriate safeguards and comply with applicable law to prevent use or disclosure of the Confidential Information, other than as provided for in this Section, for as long as Contractor retains the Confidential Information;
    d. Not use or disclose the Confidential Information retained by Contractor other than for the purposes for which such Confidential Information was retained and subject to the same conditions set out in the Agreement which applied prior to termination; and
    e. Destroy in accordance with applicable law and Contractor's record retention policy that it applies to similar records, the Confidential Information retained by Contractor when it is no longer needed by Contractor for its proper management and administration or to carry out its legal responsibilities.
9. Survival. This Appendix III *Required Protection of Confidential Information and Data Security* shall survive termination or conclusion of the Agreement.

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APPENDIX IV – SUBCONTRACTORS

Name of Subcontractor	Street Address	City	State	Zip	Type of Service(s)	Contract Start Date
Advanced Medical Review	600 Corporate Pointe Suite 300	Culver City	California	90230	Independent review organization that delivers consultative medical necessity recommendations	2013
Agadia	9 Campus Drive Suite 200	Parsippany	New Jersey	07054	Prior authorization communications	2018
American Specialty Health	10221 Wateridge Circle	San Diego	California	92121	Acupuncture and chiropractic benefit management	2005
Change Healthcare	3055 Lebanon Pike, Suite 1000	Newton	Massachusetts	37214	Chart audit, coding, Medicare Savings Program, My Advocate programs	2008
Clarity	92 Wall Street, Suite 1	Madison	Connecticut	06443	ID card production, printing, and mailing	2009
Concentrix (formerly known as Convergys)	44201 Nobel Dr	Syracuse	New York	94538	Provider customer service	2011
Cotiviti	One Glenlake Parkway, Suite 1400	Atlanta	Georgia	30328	Claims prepay editing services	2015
Cotiviti (formerly known as Eliza)	One Glenlake Parkway, Suite 1400	Atlanta	Georgia	30328	Interactive voice response support	2013
CVS	One CVS Drive	Woonsocket	Rhode Island	02895	Select back-end services (claims processing, member services for retail/home delivery/specialty inquiries, rebate/retail network contracting, and home delivery/specialty pharmacy fulfillment)	2019

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Name of Subcontractor	Street Address	City	State	Zip	Type of Service(s)	Contract Start Date
CyraCom	2650 E. Elvira Road, Suite 132	Tucson	Arizona	85756	Translation services	2010
Davita	2000 16th St	Greenwood Village	Colorado	80202	End stage renal disease care management	2022
Dieringer Research Group	200 Bishops Way	Brookfield	Wisconsin	53005	Case management member satisfaction surveys	2005
GA Foods	12200 32nd court N	St. Petersburg	Florida	33716	Healthy meal delivery	2017
Home Access Health	9201 E Mountain View Road, Suite 220	Scottsdale	Arizona	85258	Stars programs	2013
Inovalon (ComplexCare Solutions)	4321 Collington Road	Bowie	Maryland	20716	Home visits and labs	2011
LabCorp	7221 Lee DeForest Drive	Burlington	North Carolina	21046	Colorectal lab kits, reference lab services	2012
Matrix	9201 E Mountain View Rd, Ste 220	Scottsdale	Arizona	85258	Advanced health platforms, home visits, labs, peripheral arterial testing, mobile clinic bus services	2011
MCMC	1451 Rockville Pike STE 440	Quincy	Massachusetts	20852	Independent review organization that delivers consultative medical necessity recommendations	2012
Medallia	575 Market St. Suite 1850	Scottsdale	Arizona	94104	Retiree experience dashboards	2011
MedXM	1241 E Dyer Rd Suite 145,	Santa Ana	California	92705	Retiree outreach, in- home assessments, home bone mineral density screenings	2011

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Name of Subcontractor	Street Address	City	State	Zip	Type of Service(s)	Contract Start Date
MES Solutions	100 Morse Street	Woburn	Massachusetts	20602	Independent review organization that delivers consultative medical necessity recommendations	2017
Outcomes MTM	505 Market St Ste 200	West Des Moines	Iowa	50266-3861	Stars pharmacy program	2012
Optum	11000 Optum Circle	Eden Prairie	Minnesota	55344	Intense provider engagement, gap closures, and analytics	2015
OrthoNet	1311 Mamaroneck Avenue, Suite 240	White Plains	New York	10605	Focused claim review	2013
Posit Science	160 Pine Street, Ste 300	San Francisco	California	94111	Member engagement for cognitive activity	2021
Preferred Direct Marketing	4590 Village Ave	Norfolk	Virginia	23502	Targeted Gap In Care (GIC) mailings to members	2014
Prest & Associates	401 Charmany Dr., Suite 305	Madison	Wisconsin	53719	Independent review organization that delivers consultative medical necessity recommendations	2015
Quest Diagnostics	10101 Renner Blvd	Lenexa	Kansas	66219	Targeted testing kits for specific conditions or membership criteria (for example colorectal exam)	2016
Signify Health	4055 Valley View Ln	Dallas	Texas	75244	Advanced health platforms, home visits, labs, peripheral arterial testing	2013
Smart Data Solutions	960 Blue Gentian Rd	Eagan	Minnesota	55121	Front-end imaging of paper claims and correspondence	2009
Tivity	701 Cool Springs Boulevard	Franklin	Tennessee	37067	SilverSneakers senior fitness program	2008

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Name of Subcontractor	Street Address	City	State	Zip	Type of Service(s)	Contract Start Date
WebMD	Nigel Ifill395 Hudson Street3rd Floor	Portland	Oregon	10014	Online health platform and web services	2005
Wipro	2 Tower Center Boulevard, Suite 2200	Tampa	Florida	08816	Claims adjudication (fall-out processing) and benefit configuration support	2018

Contractor Initials MMP
Date 6/22/23

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify ANTHEM HEALTH PLANS OF NEW HAMPSHIRE, INC. is a New Hampshire corporation registered on June 30, 1999. I further certify that articles of dissolution have not been filed with this office.

INFORMATION REGARDING ANNUAL REPORTS AND/OR FEES MUST BE OBTAINED FROM THE NEW HAMPSHIRE INSURANCE DEPARTMENT.

Business ID: **320378**

Certificate Number: **0006243055**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 7th day of June A.D. 2023.

David M. Scanlan

Secretary of State

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that ANTHEM INSURANCE COMPANIES, INC. is a Indiana Profit Corporation registered to transact business in New Hampshire on June 07, 2023. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **934019**

Certificate Number: **0006250740**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 21st day of June A.D. 2023.

David M. Scanlan

Secretary of State

CERTIFICATION
OF
KATHLEEN S. KIEFER, SECRETARY
ANTHEM HEALTH PLANS OF NEW HAMPSHIRE, INC.

I, Kathleen S. Kiefer, Corporate Secretary of Anthem Health Plans of New Hampshire, Inc. certify that **Maria M. Proulx** is the President of Anthem Health Plans of New Hampshire, Inc. d/b/a Anthem Blue Cross and Blue Shield ("Anthem"), and as such President, and consistent with Anthem policies, has the signatory authority to bind Anthem in contracts with the State of New Hampshire. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein. This authority **remains valid for thirty (30)** days from the date of this Certification.

Kathleen S. Kiefer, Secretary

STATE OF INDIANA

COUNTY OF MARION

On this the 7th day of June, 2023, before me, Kathleen S. Kiefer, the undersigned officer, personally appeared before me, who acknowledged herself to be the Corporate Secretary of Anthem Health Plans of New Hampshire, Inc., d/b/a Anthem Blue Cross and Blue Shield, a corporation, and that she, as such Corporate Secretary being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as Corporate Secretary.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public

JODIE L. FAGUE
Notary Public
Morgan County
NOTARY SEAL
Comm. # 673449
My Commission Expires 09-27-2023
STATE OF INDIANA

My commission expires: 09/27/2023

My county of Residence is Marion

CERTIFICATION
OF
KATHLEEN S. KIEFER, SECRETARY
ANTHEM INSURANCE COMPANIES, INC.

I, Kathleen S. Kiefer, Corporate Secretary of Anthem Insurance Companies, Inc. certify that **Jane Elizabeth Keyser** is the President of Anthem Insurance Companies, Inc. ("Anthem"), and as such President, and consistent with Anthem policies, has the signatory authority to bind Anthem in contracts with the State of New Hampshire. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein. This authority **remains valid for thirty (30)** days from the date of this Certification.

Kathleen S. Kiefer, Secretary

STATE OF INDIANA

COUNTY OF MARION

On this the 7th day of June, 2023, before me, Kathleen S. Kiefer, the undersigned officer, personally appeared before me, who acknowledged herself to be the Corporate Secretary of Anthem Insurance Companies, Inc., a corporation, and that she, as such Corporate Secretary being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as Corporate Secretary.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public

My commission expires: 09/27/2023

My county of Residence is Marion

JODI L. FAGUE
Marion County
NOTARY PUBLIC
Comm. # 673449
NOTARY SEAL
My Commission Expires 09-27-2023
STATE OF INDIANA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
500 N. Brand Boulevard
Suite 100
Glendale CA 91203
License#: 0D69293

CONTACT NAME: Stephanie Powell
PHONE (A/C, No, Ext): 818-539-1366 **FAX (A/C, No):** 818-539-1666
E-MAIL ADDRESS: Stephanie_Powell@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
ANTHINC-02
Elevance Health, Inc. and Its Subsidiaries
Anthem Health Plans of New Hampshire, Inc.
2015 Staples Mill Road Mail Drop VA2001-N350
Richmond VA 23230

COVERAGES **CERTIFICATE NUMBER:** 1825381967 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY			GLO 0853238-01	5/1/2023	5/1/2024	EACH OCCURRENCE	$ 2,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 25,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 25,000,000
	[X] POLICY [ ] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	[ ] OTHER:						Per Occurence Ded	$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER
Evidence of Insurance

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/22/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURED Anthem Health Plans of New Hampshire, Inc. 2015 Staples Mill Road Mail Drop VA2001-N350 Richmond, VA 23230	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Lexington Insurance Company — 19437 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** W28414446 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Security & Privacy Liability			02-842-18-69	03/31/2023	03/31/2024	Limit	$10,000,000
	Including Media Content						Excess of an SIR of	$25,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Evidence of Coverage

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
500 N. Brand Boulevard
Suite 100
Glendale CA 91203
License#: 0D69293

CONTACT NAME: Stephanie Powell
PHONE (A/C, No, Ext): 818-539-1366 **FAX (A/C, No):** 818-539-1666
E-MAIL ADDRESS: Stephanie_Powell@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Zurich Insurance Company	40142
INSURER B : Zurich American Insurance Company	16535
INSURER C : National Union Fire Insurance Company of Pittsburg	19445
INSURER D : Great American Security Insurance Co	31135
INSURER E :	
INSURER F :	

INSURED
ANTHINC-02
Elevance Health, Inc. And Its Subsidiaries;
Anthem Insurance Companies, Inc.
2015 Staples Mill Road
Richmond VA 23230

COVERAGES **CERTIFICATE NUMBER:** 1245846553 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [X] LOC OTHER:			GLO 0853238-01	5/1/2023	5/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Per Occurence Ded	$ 2,000,000 $ 1,000,000 $ 25,000 $ 2,000,000 $ 25,000,000 $ 4,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			BAP 0853239-01	5/1/2023	5/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Per Accident Ded	$ 3,000,000 $ $ $ $ 3,000,000
D C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			UMB 4370303 14121685	5/1/2023 5/1/2023	5/1/2024 5/1/2024	EACH OCCURRENCE AGGREGATE	$ 25,000,000 $ 25,000,000 $
A B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC9299269-22 EWS5347154-18 WC9376766-21	1/1/2023 1/1/2023 1/1/2023	1/1/2024 1/1/2024 1/1/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER
Evidence of Insurance

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/22/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURED Anthem Insurance Companies, Inc. 2015 Staples Mill Road Mail Drop VA2001-N350 Richmond, VA 23230	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Lexington Insurance Company — 19437 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** W28414462 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Security & Privacy Liability			02-842-18-69	03/31/2023	03/31/2024	Limit	$10,000,000
	Including Media Content						Excess of an SIR of	$25,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Evidence of Coverage

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/16/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher & Co.
Insurance Brokers of CA, Inc. LIC #0726293
500 N. Brand Boulevard Suite 100
Glendale CA 91203

CONTACT NAME: Stephanie Powell
PHONE (A/C, No, Ext): 818.539.1366 FAX (A/C, No): 818.539.1666
E-MAIL ADDRESS: Stephanie_Powell@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Zurich Insurance Company	40142
INSURER B : Zurich American Insurance Company	16535
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED ANTHINC-02
Elevance Health, Inc. and Its Subsidiaries
Anthem Health Plans of New Hampshire, Inc.
2015 Staples Mill Road
Richmond VA 23230

COVERAGES **CERTIFICATE NUMBER:** 1978135282 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			WC9299269-22	1/1/2023	1/1/2024	X PER STATUTE ☐ OTH-ER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A			EWS5347154-18	1/1/2023	1/1/2024	E.L. EACH ACCIDENT	$ 2,000,000
B	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC9376766-21	1/1/2023	1/1/2024	E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Subject to policy terms, conditions & exclusions.

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE