Employer Contract

This Employer Contract ("Contract") is entered into by and between **Core Innovative Solutions** ("Employer") and HMO Colorado d/b/a HMO Nevada ("Anthem") (individually referred to as "Party" and together collectively referred to as the "Parties") upon the following terms and conditions:

ARTICLE 1 – PURPOSE

Employer has requested Anthem to provide health insurance coverage to its eligible employees or other individuals as described in the Booklet. Upon Anthem's receipt and acceptance of Employer's signed application and payment of the first premium, this Contract will be deemed executed by the Employer. This Contract supersedes any prior agreements between the Parties regarding the subject matter of this Contract. 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 Contract and the provision of benefits contained in the Booklet.

ARTICLE 2 – DEFINITIONS

In this Contract, the following terms will have the meanings shown below. Capitalized terms used in this Contract that are not defined below are defined in the Booklet.

A. **Anniversary Date**. The date indicated in Schedule A that this Contract will renew.

B. **Booklet**. The Certificate of Coverage that describes the medical or other health care benefits provided by Anthem, including any amendments or schedules.

C. **Contract**. The entire agreement between the Parties including: (1) this Contract and any amendments and schedules; (2) the Booklet and any amendments; (3) the Employer application; and, (4) any individual enrollment information, as each may be updated from time to time.

D. **Plan Participant.** Actively employed individuals, owners, partners or other individual union members, association members or other Plan participants designated by Employer who meet the eligibility criteria in the Booklet and any additional eligibility criteria indicated on Schedule A. These individuals must complete any probationary period required by the Employer and satisfy Anthem's underwriting rules, consistent with applicable laws. Retirees are also eligible for coverage under this Contract, if indicated on Schedule A.

E. **Employer Health Plan or Plan**. A benefits plan established by the Employer as described in the plan documents, which includes this Contract and the Booklet.

Anthem Blue Cross and Blue Shield is the trade name of Rocky Mountain Hospital and Medical Service, Inc. HMO products underwritten by HMO Colorado, Inc., dba HMO Nevada. Independent licensees of the Blue Cross and Blue Shield Association. ®ANTHEM is a registered trademark of Anthem Insurance Companies, Inc. The Blue Cross and Blue Shield names and symbols are registered marks of the Blue Cross and Blue Shield Association.

F. **Member.** An individual, including the Subscriber and any dependents, that meets the eligibility criteria and has enrolled for coverage under this Contract.

G. **Subscriber.** An employee or Plan Participant in whose name any membership is established that meets the eligibility criteria and has enrolled for coverage under this Contract.

ARTICLE 3 – OBLIGATIONS OF ANTHEM

A. Anthem will provide medical or other health care benefits under the terms of this Contract and the Booklet. Anthem will not provide benefits for health care services provided: (1) before a Member's first day of coverage under this Contract; (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. Employer will assist in the distribution of materials if requested by Anthem. Anthem will provide paper copies of electronic materials, upon request.

C. Anthem will process the enrollment of eligible individuals, subject to the terms of this Contract and receipt of applicable premium. Anthem will maintain current Member eligibility information submitted by Employer.

D. Anthem will process claims, including investigating and reviewing the claims according to Anthem's standards, to determine what amount, if any, is due and payable according to the terms and conditions of this Contract 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, including Medicare. 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.

F. Employer is responsible for complying with Employee Retirement Income Security Act ("ERISA") reporting requirements, as applicable; however, Anthem will provide Employer available data necessary for preparation of the ERISA Form 5500, if and to the extent applicable. The Booklet provided by Anthem does not satisfy all requirements of ERISA for a Summary Plan Description, but may be incorporated into the Summary Plan Description issued by Employer. Anthem is under no obligation to provide any other type of data reports to Employer, except as otherwise agreed to by the Parties or required by law.

G. In addition to the benefits described in the Booklet, Anthem may make available to the Employer value-added services such as discounts, memberships, mobile phone minutes, credit protection or identity theft protection services to Members. These value-added services are not insured benefits under this Contract and can be discontinued at any time and without notice. Anthem may also facilitate the provision of wellness programs offered by Employer and Employer will pay any fees for these wellness programs, if indicated in Schedule B. Depending on the program or benefits elected by Employer, Anthem may offer a wellness engagement credit to Employer when certain requirements set by Anthem are met, as indicated in Schedule C.

H. 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 4 – OBLIGATIONS OF EMPLOYER

A. Employer will provide initial eligibility information in the format agreed to by the Parties, as well as notice of additions, deletions, and changes to enrollment. If requested by Anthem, Employer agrees to conduct certain transactions electronically, as described and facilitated within the Anthem Employer Access System, including but not limited to entering and updating eligibility information of Plan Participants and receiving, reviewing and paying for invoiced amounts due and other notices given under this Contract. The Employer may, at any time, terminate its consent and conduct such future transactions in paper format, by contacting Anthem's assigned account manager. Requesting paper transactions shall in no way delay or relieve the Employer of its obligations under this Contract. Employer will also provide any information reasonably required by Anthem to administer this Contract, including information regarding: (1) eligibility for enrollment and termination of Members; (2) changes in single or family coverage status; (3) changes due to Medicare eligibility; or, (4) contribution and participation levels.

B. Employer will notify each employee as the employee becomes eligible for enrollment, and will collect and submit to Anthem enrollment or waiver of coverage information. Employer will also keep a record of employees who do not apply. All information provided by Employer to Anthem will be true, accurate and complete to the best of its knowledge. In addition, Employer will provide an open enrollment period as agreed to by the Parties and consistent with state and federal law. In order to facilitate the distribution of materials, Employer will assist with the collection of Subscriber email addresses and Subscriber consents to electronic transaction/communication in accordance with applicable State or Federal electronic transaction laws. Anthem may offer reasonable monetary incentives to Employer in exchange for such assistance.

C. Employer will timely notify Anthem of any Member termination or loss of eligibility for coverage. Anthem may limit retroactive terminations to a maximum of 60 days prior to the date notice is received. Also, if Anthem has provided benefits for individuals no longer eligible, Anthem may collect from Employer any paid claim amounts not otherwise recovered by Anthem.

D. Employer must comply with Anthem's contribution levels, participation levels, and other applicable underwriting rules that are consistent with applicable laws. Employer must also determine and maintain eligibility for the Anthem benefits of the Plan according to the terms of the Booklet and the Anthem Employer administrator manual and any Employer Access or other Anthem computer platform utilized by or on behalf of the Employer. Absent prior written approval from Anthem, the Employer must use the Anthem-approved forms (including but not limited to applications, change forms, waivers, elections and arbitration notices) and retain, in a format capable of audit and reproduction, complete eligibility and enrollment documentation and proof of any required signatures, whether in paper or electronic form. If Employer uses electronic or telephonic enrollment applications in place of enrollment application forms provided by Anthem, Employer warrants and agrees that the enrollment processes and media include an arbitration disclosure provision with language acceptable to Anthem and located immediately before the electronic signature, and that the manner of electronic signature satisfies all legal requirements for an electronic signature.

E. Employer represents that it satisfies the definition of a large employer Employer under applicable state and federal law and that it will promptly notify Anthem if there is a change in Employer's status as either a large Employer or small Employer, as defined under applicable law. In such event, Employer will provide all information requested by Anthem about its status.

F. If Employer maintains a Grandfathered Health Plan, as that term is used in the Patient Protection and Affordable Care Act ("PPACA"), Employer will not make any changes to such Plan, including changes to Employer contribution levels, without giving Anthem advance written notice of the intent to change such Plan. Also, at Anthem's request, Employer will confirm in writing that it has not made changes to its Plan that would cause the Plan to lose its grandfathered status. If Employer makes changes to a Grandfathered Health Plan without notice to Anthem, the Plan may lose grandfathered status, and significant penalties or fines may be assessed against Employer and Anthem. If Employer makes changes to its Plan and does not provide advance notice to Anthem, Employer agrees to reimburse Anthem for any penalties, fines or other costs assessed against Anthem.

G. Employer agrees to receive electronic copies of Booklets, ID cards, provider directories, and other documents as may be provided by Anthem and understands that at any time it can contact Anthem to request a paper copy. The Employer agrees to timely distribute and deliver to its Plan Participants and dependents, such documents and the Summary of Benefits and Coverage ("SBC") provided by Anthem as are required by federal law. The SBC must be provided with open enrollment materials or, if Employer does not hold an open enrollment, at least 30 days prior to the Anniversary Date. Employer will issue an updated SBC 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. Employer may distribute the SBC either electronically or by paper, subject to the requirements of applicable law. If requested by Anthem, Employer will certify its compliance with the SBC distribution requirements. Employer agrees to reimburse Anthem for any penalties, fines or other costs assessed against Anthem, if Employer fails to comply with these requirements.

Employer will timely notify Anthem of requested benefit changes prior to the Anniversary Date. A request for benefit changes after the renewal of this Contract may delay the effective date of the benefit changes by at least 60 days and require a notice of material modification.

In order to facilitate the distribution of such materials and related items, Employer will assist with the collection of Subscriber email addresses and Subscriber consents to electronic transaction/communication in accordance with applicable State or Federal electronic transaction laws. Anthem may offer reasonable monetary incentives to Employer in exchange for such assistance.

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

I. If Employer offers multiple benefit plans insured by more than one carrier, Employer will offer Anthem coverage to all employees at terms and contribution levels that are no less favorable than those offered by other carriers.

J. The waiting period elected by Employer may not exceed 90 days.

K. Employer's designated agent, producer, broker, agency, brokerage, general agency and their respective employees currently on file with Anthem (Agent) are authorized to access Employer's health plan information, including protected health information, on behalf of Employer's health plan through Anthem's employer access system or any other access points Anthem may offer. This information may include, but is not limited to, detail about Members, plan selections and bills/invoices. The Agent is also authorized to make changes to Employer's information on behalf of Employer, including but not limited to adding/deleting plans and Members and changing

Member demographic information. The Agent will administer all information in accordance with the provisions of the Contract, and Employer will be responsible for the activities of the Agent. If Employer's Agent on file changes, these authorizations will apply with respect to the successor Agent. The Agent is required to maintain original documentation and will make such documentation available to Anthem upon request.

ARTICLE 5 – CHANGES TO CONTRACT AND BOOKLET

A. Anthem may modify the terms of the Booklet by giving at least 60 days advance written notice prior to the Anniversary Date of this Contract. Employer 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. In addition, Anthem may modify the terms of this Contract, other than the terms of the Booklet and the premium rates, by giving 30 days advance written notice to Employer of such changes.

B. Anthem may change the premium rates or other amounts due under this Contract by providing written notice to Employer at least 60 days before the effective date of such change, except as otherwise required by law. However, such notice requirement will not apply to changes in premium rates that are the result of changes in benefit provisions requested by Employer.

C. An amendment to this Contract will not be effective unless signed by an officer of Anthem. If any change to the Contract or the Booklet, including premium amounts, is unacceptable to Employer, Employer has the right to terminate coverage under this Contract by giving written notice of termination to Anthem before the effective date of the change. Payment of the new amount in the event of a premium rate change, or continued payment of the current amounts in the event of a Contract or Booklet change only, will constitute acceptance of the change by Employer, without the necessity of securing Employer's signature on the schedule or amendment. The schedule or amendment will then become a part of this Contract.

ARTICLE 6 – PREMIUM AND GRACE PERIOD

A. The premium rates for coverage under this Contract are provided in Schedule B. Premium rates are based on the data provided by Employer, consistent with applicable laws. Anthem may retroactively modify the premium rates if the data provided is inaccurate or new data is submitted that varies from the data previously provided to Anthem.

B. The full invoice amount, including premium, taxes, fees or assessments, must be paid in advance by Employer on or before the invoice due date. Anthem does not have an obligation to accept a partial payment. Employer must make payments regardless of any contributions to those payments by Subscribers. Even if Employer has not received an invoice from Anthem, Employer is still obligated to pay, at a minimum, the prior invoice amount.

C. Employer is entitled to a 31 day period beginning on the invoice due date (the "Grace Period"), for the payment of any premium or other amounts due. If, during the Grace Period, Employer pays the full amounts owed, this Contract will remain in force. Anthem is not obligated to pay any claims incurred during the Grace Period, until the full amount due is received.

D. Anthem may assess additional fees or charges if indicated in Schedule B.

E. For any rebate due and payable by Anthem as a result of the medical loss ratio ("MLR") requirements of PPACA or applicable state law, all such rebates paid will constitute a return of premium. Employer will promptly provide Anthem with any information needed to calculate the rebate amount. Anthem reserves the right to pay the rebate to either Employer or Subscribers.

If Anthem pays the rebate to Employer, Employer will promptly refund to each Subscriber his or her proportional share of the rebate according to the requirements of PPACA. On request, Employer will provide to Anthem documentation required under PPACA of the distribution of the rebate to Subscribers. Employer agrees to provide such documentation within the time frame designated by Anthem.

If Anthem receives a claim relating to the amount of the Subscriber's rebate, Employer will cooperate with Anthem and provide Anthem with information required to investigate the claim. If Anthem is required to pay additional amounts to a Subscriber due to Employer's failure to provide accurate information, make a refund, or refund less than the amount due, Employer must reimburse Anthem for such additional amounts paid. This provision survives the termination of the Contract.

ARTICLE 7 – TERMINATION

A. Employer may terminate this Contract at any time by giving Anthem advance written notice of termination; however, the termination will be effective at the end of the month in which notice is given, except as otherwise agreed to by the Parties. Employer must pay the amounts due for each Subscriber covered through the effective date of termination of this Contract. Unless Employer provides advance notice of termination, this Contract will automatically renew on each Anniversary Date, upon Employer's payment and Anthem's acceptance of premium.

B. The Contract will terminate:

(1) automatically, without notice, on the last day of coverage for which premium and other amounts have been paid, if the Grace Period expires and any amounts due remain unpaid. Anthem's receipt and deposit of a payment through its automatic payment procedures or other procedures will not be deemed acceptance of a late payment or waiver of termination.

(2) with written notice to Employer that the Contract will be terminated due to Employer's failure to comply with Anthem's contribution or participation requirements or Employer's failure to supply information necessary to substantiate the contribution or participation levels.

(3) with written notice to Employer, if Employer commits fraud or makes an intentional misrepresentation of material fact with respect to this Contract.

(4) with written notice to Employer, as required by applicable law, that the Contract will be terminated because Anthem is discontinuing the particular type of health benefits product elected by Employer, Anthem will no longer issue Employer health coverage within the small or large Employer market, or for any other reason permitted by law.

(5) with written notice to Employer, if there is no longer any Subscriber under the Plan who lives or works in Anthem's service area.

(6) as of the date Employer's membership in an association, labor union or other entity applicable to Employer's coverage ceases, or the date that entity's coverage with Anthem ceases.

C. Employer will promptly notify Members that this Contract 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 medical services rendered after the effective date of termination, except as otherwise provided in the Booklet or required by law.

D. Anthem reserves the right to cancel coverage with 30 days prior written notice to any Member who engages in material misrepresentation or fraud.

E. If this Contract terminates for nonpayment of an invoice amount due, Employer may request reinstatement of this Contract according to Anthem's policies and procedures, which may include the payment of a reinstatement fee. Anthem will determine whether the Contract will be reinstated, and notify Employer of its decision. If Anthem reinstates the Contract, the coverage will resume as of the date the Contract terminated. If Anthem does not reinstate the Contract, it will return any unearned premium to Employer.

ARTICLE 8 – NOTICES

A. Any required notice under this Contract 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. Anthem will provide notice to Employer's principal place of business as shown on Anthem's records. Employer will provide notice to its designated Anthem representative.

B. If requested by Anthem, Employer will distribute notices and other communications to Members. Employer will notify all Members of the termination of this Contract.

ARTICLE 9 – LIMITATION ON ACTIONS AND GOVERNING LAW

A. No action may be brought to recover benefits for any service covered under this Contract unless the required notice or proof of claim has been given to Anthem within the time frame required under the Booklet, and such action is commenced no earlier than 60 days and no later than 3 years following the date that the notice or proof of claim has or should have been provided to Anthem.

B. Except to the extent preempted by ERISA or any other applicable federal law, this Contract will be governed by and construed according to the laws of Nevada. All claims or actions arising under this Contract will be heard in a court of competent jurisdiction in Nevada.

ARTICLE 10 – NO WAIVER

No failure or delay by either Party to exercise any right or to enforce any obligation under this Contract, 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 Employer and Anthem will operate as a waiver of any right or obligation under this Contract.

ARTICLE 11 – ASSIGNMENT

Neither Party may assign all or part of this Contract without first obtaining the written consent of the other Party. However, subject to applicable laws, Anthem may assign all or part of its duties and obligations to: (1) another qualified insurance carrier under an assumption reinsurance arrangement; (2) any affiliate or successor in interest of Anthem; or, (3) another qualified insurance carrier surviving a merger, reorganization, sale, or similar event involving Anthem or Anthem's assets. Any assignee under this Contract must continue to fulfill all Contract obligations.

ARTICLE 12 – SERVICE MARKS

This Contract constitutes a contract solely between Employer 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 Nevada. Anthem is not contracting as the agent of the Association. Employer has not entered into this Contract based upon representations by any person other than Anthem. No person, entity, or organization other than Anthem will be held accountable or liable to Employer for any of Anthem's obligations provided under this Contract. This paragraph will not create any additional obligations on the part of Anthem, other than those obligations contained in this Contract.

ARTICLE 13 – CONTRACT ADMINISTRATION

A. Anthem has the discretionary authority to construe the Contract and any disputed or doubtful terms of the Contract, and to determine eligibility for benefits under the Contract. 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 this Contract. Anthem's authority to determine eligibility for benefits shall be exercised consistently with the provisions of the Contract, the Booklet, Provider agreements, and applicable law.

B. Anthem may waive or modify any referral, 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 may institute, from time to time, pilot or test programs regarding disease management, utilization management, case management or wellness initiatives. A pilot or test program may impact some, but not all Members. Anthem reserves the right to discontinue a pilot or test program at any time without notice.

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

E. All statements made by Employer and any Member will be considered representations and not warranties. A written statement may not be used by Anthem to void the coverage unless a copy has first been provided to the Employer or Member, as applicable.

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

G. Anthem may delegate any of its responsibilities under this Contract without the consent of Employer. Anthem shall remain responsible to Employer for fulfilling its obligations under this Contract.

ARTICLE 14 – RELATIONSHIP OF THE PARTIES

Employer and Anthem are separate legal entities. Nothing in this Contract 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 15 – INTERPLAN PROGRAMS

Out-of-Area Services

Overview
Anthem has a variety of relationships with other Blue Cross and/or Blue Shield Licensees, referred to generally as "Inter-Plan Arrangements." These Inter-Plan Arrangements operate under rules and procedures issued by the Blue Cross Blue Shield Association ("Association"). Whenever Members access healthcare services outside the geographic area Anthem serves (the "Anthem Service Area,") the claim for those services may be processed through one of these Inter- Plan Arrangements. The Inter-Plan Arrangements are described generally below.

Typically, when accessing care outside the Anthem Service Area, Members obtain care from Providers that have a contractual agreement ("participating providers") with the local Blue Cross and/or Blue Shield Licensee in that other geographic area ("Host Blue"). In some instances, Members may obtain care from Providers in the Host Blue geographic area that do not have a contractual agreement ("nonparticipating providers") with the Host Blue. We remain responsible for fulfilling our contractual obligations to you. Anthem's payment practices in both instances are described below.

If the plan you are purchasing is an HMO plan, Anthem covers only limited healthcare services received outside of Anthem's Service Area. The Benefit Booklet describes what those services are. Any other services will not be covered when processed through any Inter-Plan Arrangements, unless authorized by Anthem. Providers providing such Covered Services may be considered nonparticipating providers.

Inter-Plan Arrangements Eligibility – Claim Types

Most claim types are eligible to be processed through Inter-Plan Arrangements, as described above. Examples of claims that are not included are prescription drugs obtained from a pharmacy and most dental or vision benefits.

A. BlueCard® Program

The BlueCard® Program is an Inter-Plan Arrangement. Under this Arrangement, when Members access Covered Services outside the geographic area Anthem serves, the Host Blue will be responsible for contracting and handling all interactions with its participating providers. The financial terms of the BlueCard Program are described generally below.

Liability Calculation Method Per Claim
Unless subject to a fixed dollar copayment, the calculation of the Member liability on claims for Covered Services will be based on the lower of the participating provider's billed charges for Covered Services or the negotiated price made available to Anthem by the Host Blue.

Host Blues determine a negotiated price, which is reflected in the terms of each Host Blue's healthcare provider contracts. The negotiated price made available to Anthem by the Host Blue may be represented by one of the following:

(i) An actual price. An actual price is a negotiated rate of payment in effect at the time a claim is processed without any other increases or decreases; or

(ii) An estimated price. An estimated price is a negotiated rate of payment in effect at the time a claim is processed, reduced or increased by a percentage to take into account certain payments negotiated with the provider and other claim- and non-claim-related transactions. Such transactions may include, but are not limited to, anti-fraud and abuse recoveries, provider refunds not applied on a claim-specific basis, retrospective settlements and performance-related bonuses or incentives; or

(iii) An average price. An average price is a percentage of billed charges for Covered Services in effect at the time a claim is processed representing the aggregate payments negotiated by the Host Blue with all of its healthcare providers or a similar classification of its providers and other claim- and non-claim-related transactions. Such transactions may include the same ones as noted above for an estimated price.

Host Blues determine whether or not they will use an actual, estimated or average price. Host Blues using either an estimated price or an average price may prospectively increase or reduce such prices to correct for over- or underestimation of past prices (i.e., prospective adjustment may mean that a current price reflects additional amounts or credits for claims already paid or anticipated to be paid to providers or refunds received or anticipated to be received from providers). However, the BlueCard Program requires that the amount paid by the Member is a final price; no future price adjustment will result in increases or decreases to the pricing of past claims. The method of claims payment by Host Blues is taken into account by Anthem in determining your premiums.

B. Negotiated Arrangements

As an alternative to the BlueCard Program, claims for Covered Services may be processed through a negotiated account arrangement with one or more Host Blues. If Anthem has arranged with one or more Host Blues to provide customized networks or other negotiated arrangements, then the terms of any such arrangement will determine the payment amount. A Member's cost share will be calculated based on the lower of either (i) the billed amount; or (ii) the price that Anthem has negotiated with the Host Blue under the negotiated account arrangement.

C. Special Cases: Value-Based Programs

BlueCard Program

Anthem has included a factor for bulk distributions from Host Blues in the premium for Value-Based Programs when applicable under this Contract.

Negotiated Arrangements

If Anthem has entered into a Negotiated Arrangement with a Host Blue to provide Value-Based Programs to Members, Anthem will follow the same procedures for Value-Based Programs as noted above for the BlueCard Program.

D. Inter-Plan Programs: Federal/State Taxes/Surcharges/Fees

In some instances federal or state laws or regulations may impose a surcharge, tax or other fee that applies to insured accounts. If applicable, Anthem will include any such surcharge, tax or other fee in determining premium.

E. Nonparticipating Providers Outside Anthem Service Area

1. Allowed Amounts and Member Liability Calculation

When Covered Services are provided outside of our service area by non-participating providers, we may determine benefits and make payment based on pricing from either the Host Blue or the pricing arrangements required by applicable state or federal law. In these situations, the amount the Member pays for such services as deductible, copayment or coinsurance will be based on that allowed amount. Also, the Member may be responsible for the difference between the amount that the non-participating healthcare provider bills and the payment Anthem will make for the Covered Services as set forth in this paragraph. Federal or state law, as applicable, will govern payments for out-of-network emergency services.

2. Exceptions

In certain situations, Anthem may use other pricing methods, such as billed charges, the pricing Anthem would use if the healthcare services had been obtained within the Anthem Service Area, or a special negotiated price to determine the amount Anthem will pay for services provided by nonparticipating providers. In these situations, the Member may be liable for the difference between the amount that the nonparticipating provider bills and the payment Anthem makes for the Covered Services as set forth in this paragraph.

F. Blue Cross Blue Shield Global Core® Program

General Information

If Members are outside the United States (hereinafter: "BlueCard service area"), they may be able to take advantage of the Blue Cross Blue Shield Global Core Program when accessing Covered Services. The Blue Cross Blue Shield Global Core Program is not served by a Host Blue. The Benefit Booklet describes what services are covered under the Blue Cross Blue Shield Global Core Program (e.g., emergency only) and how to submit a claim.

ARTICLE 16 – 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 Employer 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 Employer for it to carry out Plan administration functions, but such disclosure may occur only after receipt of certification from Employer that: (1) Employer's Plan documents comply with the privacy requirements of HIPAA; (2) Employer 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 state and federal law.

ARTICLE 17 – MISCELLANEOUS

A. Anthem agrees to treat all proprietary information about Employer's operations and its Plan in a confidential manner. Employer agrees to treat all information about Anthem's business operations, discount information, and other proprietary data in a confidential manner. Neither Party will disclose any such information to any other person without the prior written consent of the Party to whom the information pertains. However, Anthem may disclose such information to its legal advisors, lenders, business advisors, and other third parties for commercial 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.

B. Each Party retains ownership of the materials and processes it develops in connection with the services provided under this Contract, and neither conveys ownership rights in its materials and processes nor acquires ownership rights in the other Party's materials and processes by entering into this Contract or performing its obligations under this Contract. Nothing in this Contract 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 this Contract, 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.

D. If any provision of this Contract is found to be invalid, illegal or unenforceable under applicable law, order, judgment or settlement, such provision will be excluded from the Contract and the remainder of this Contract will be enforceable and interpreted as if such provision is excluded.

ANTHEM

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Mike Murphy
President and General Manager

Effective Date of Employer Contract:
September 1, 2022

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(Date)

NOTICE OF PROTECTION PROVIDED BY NEVADA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

Effective On or Before July 1, 2022

This notice provides a **brief summary** regarding the protections provided to policyholders by the Nevada Life and Health Insurance Guaranty Association ("the Association"). The purpose of the Association is to assure that policyholders will be protected, within certain limits, in the unlikely event that a member insurer of the Association becomes financially unable to meet its obligations. Insurance companies and health maintenance organizations licensed in Nevada to sell life insurance, health insurance, annuities and structured settlement annuities are members of the Association. The protection provided by the Association is limited and is *not* a substitute for consumers' care in selecting insurers. **Your policy or contract may not be covered, and if covered, there are substantial coverage limitations and exclusions. Further, coverage is dependent on continued residence in Nevada.** Below is a brief summary of the coverages, exclusions, and limits provided by the Association. This summary does not cover all provisions of the law, and the law may change.

COVERAGE

Persons Covered

Generally, an individual is covered by the Association if the insurer was a member of the Association *and* the individual lives in Nevada at the time the insurer is determined by a court to be insolvent. Coverage is also provided to policy beneficiaries, payees or assignees, whether or not they live in Nevada.

Amounts of Coverage

For any one life, per company, the coverage protections provided by the Association shall not exceed:

- **Life Insurance**
  - Death benefits: $300,000
  - Cash surrender or withdrawal values: $100,000

- **Annuities and Structured Settlement Annuities**
  - Present value of annuity benefits and structured settlement annuities, including cash surrenders or withdrawal values: $250,000
  - Participants in a government retirement plan covered by an unallocated annuity as described by NRS 686.C.035: $250,000.

- **Health Insurance**
  - Disability Income and long-term care insurance, including net cash surrender values: $300,000
  - Health Benefit Plan: $500,000
  - Health insurance, other than disability income, long-term care insurance or Health Benefit Plan: $100,000

Please note that the maximum protection provided by the Association to an individual for all life insurance, annuities, and structured settlement annuities with one insurer is $300,000; or for all life insurance, annuities, structured settlement annuities, and benefits for health benefit plans with one insurer, $500,000, regardless of the number of policies or contracts covering the individual.

COVERAGE LIMITATIONS AND EXCLUSIONS FROM COVERAGE

The following policies and persons are examples of those excluded from Association coverage:

- A policy or contract issued by an insurer that was not authorized to do business in Nevada when it issued the policy or contract
- A policy or contract issued by a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or an organization that is only licensed to issue charitable gift annuities
- Persons provided coverage by the guaranty association of another state
- Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which do not guaranty annuity benefits to an individual except for annuities owned by a governmental retirement plan established under section 401, 403(b), or 457 of the Internal Revenue Code
- Employer and association plans, to the extent they are self-funded or uninsured
- A policy or contract providing any health care benefits under Medicare Part C or Part D
- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as certain investment elements of a variable life insurance policy or a variable annuity contract
- Any policy of reinsurance unless an assumption certificate was issued
- Interest rate yields exceed an average rate

NOTICES

Member insurers or their agents are required by law to give or send you this notice. Policyholders with additional questions should first contact their insurer or agent. The member insurer and its agents are prohibited by law from using the existence of the Association for the purpose of sales, solicitation or inducement to purchase any form of insurance or coverage offered by a health maintenance organization. You may file a complaint with the Nevada Insurance Commissioner if you believe any provision of the Nevada Life and Health Insurance Guarantee Association law has been violated. To learn more about coverage provided by the Association, please visit the Association's website at www.nvlifega.org, or contact either of the following:

Nevada Life and Health Insurance
Guaranty Association
2377 Gold Meadow Way, Suite 100
Gold River, CA 95670

Nevada Division Insurance
Department of Business and Industry
1818 E. College Pkwy., Suite 103
Carson City, NV 89706

When selecting an insurer, you should not rely on Association coverage. If there is any inconsistency between this notice and Nevada law, Nevada law will control.

Core Innovative Solutions
198930
Effective Date: 09/01/2022

SCHEDULE A

Effective Date of this Addendum is 12:01 a.m. on: 09/01/2022

This Addendum applies to the Employer and its affiliated companies as agreed to in writing by Anthem.

SECTION I – ANNIVERSARY DATE

The Anniversary Date of the Contract shall be: 09/01

SECTION II – ELIGIBILITY

Subscribers who meet the criteria below shall be eligible for coverage under this Contract. To the extent the Employer offers eligibility to family members of a Subscriber, as explained in the criteria below, the family members shall be eligible for coverage if they otherwise meet the definition of Dependent contained in the Booklet.

- ☒ Employee only
- ☒ Employee and Spouse
- ☒ Employee and Family, including Spouse
- ☒ Employee and Family, excluding Spouse

See the eligibility rules and criteria set forth in the Employer application.

ANTHEM

Mike Murphy

_____
Mike Murphy
President and General Manager

Effective Date of Employer Contract:

September 1, 2022

_____
(Date)

Core Innovative Solutions
198930
Effective Date: 09/01/2022

MONTHLY PREMIUM RATES AND PRODUCT(S) ELECTED

SCHEDULE B

The Anniversary Date of the Contract shall be: 09/01

This Addendum applies to the Employer and its affiliated companies as agreed to in writing by Anthem.

The Employer will pay a per Subscriber per month fee calculated by adding the sum of the rates for each of the Member categories set forth in the tables on the following pages:

ADDITIONAL FEES OR CHARGES

Billing Fee..... No Fee
Wellness Programs..... Part of the Premium
Wellness Incentives ..... Part of the Premium
Payment by Phone..... No Fee
Payment by Electronic Funds Transfer..... No Fee
Reinstatement Fees ..... No Fee
NSF Charges $0
Late Payment Fees ..... No Fee
Exchange or Other State Government Program Assessment Fee .... No Fee

ANTHEM

Mike Murphy

Mike Murphy
President and General Manager

Effective Date of Employer Contract:

September 1, 2022

(Date)

Core Innovative Solutions
198930
Effective Date: 09/01/2022

MONTHLY PREMIUM RATES AND PRODUCT(S) ELECTED

Class	Product Name	Subscriber	Subscriber and Spouse	Subscriber and Child(ren)	Family
A	BlueSecure PPO 6	$508.00	$1,117.60	$914.41	$1,574.81
B	BlueSecure PPO 6	$544.28	$1,197.43	$979.73	$1,687.30
C	BlueSecure PPO 6	$580.57	$1,277.26	$1,045.04	$1,799.78
D	BlueSecure PPO 6	$616.85	$1,357.08	$1,110.36	$1,912.27
E	BlueSecure PPO 6	$653.14	$1,436.91	$1,175.67	$2,024.76
F	BlueSecure PPO 6	$689.42	$1,516.74	$1,240.99	$2,137.24
G	BlueSecure PPO 6	$725.71	$1,596.57	$1,306.30	$2,249.73
H	BlueSecure PPO 6	$762.00	$1,676.40	$1,371.62	$2,362.22
I	BlueSecure PPO 6	$798.28	$1,756.23	$1,436.93	$2,474.70
J	BlueSecure PPO 6	$834.57	$1,836.06	$1,502.25	$2,587.19
K	BlueSecure PPO 6	$870.85	$1,915.88	$1,567.56	$2,699.68
L	BlueSecure PPO 6	$907.14	$1,995.71	$1,632.88	$2,812.16
M	BlueSecure PPO 6	$943.42	$2,075.54	$1,698.19	$2,924.65
N	BlueSecure PPO 6	$1,015.99	$2,235.20	$1,828.82	$3,149.62
O	BlueSecure PPO 6	$1,088.57	$2,394.86	$1,959.45	$3,374.60
P	BlueSecure PPO 6	$1,161.14	$2,554.51	$2,090.08	$3,599.57
Q	BlueSecure PPO 6	$1,233.71	$2,714.17	$2,220.71	$3,824.54
R	BlueSecure PPO 6	$1,814.28	$3,991.43	$3,265.75	$5,624.33

Core Innovative Solutions
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Effective Date: 09/01/2022

MONTHLY PREMIUM RATES AND PRODUCT(S) ELECTED

Class	Product Name	Subscriber	Subscriber and Spouse	Subscriber and Child(ren)	Family
A	BlueSecure PPO 8	$452.62	$995.78	$814.40	$1,403.13
B	BlueSecure PPO 8	$484.95	$1,066.91	$872.57	$1,503.35
C	BlueSecure PPO 8	$517.28	$1,138.03	$930.74	$1,603.58
D	BlueSecure PPO 8	$549.61	$1,209.16	$988.92	$1,703.80
E	BlueSecure PPO 8	$581.94	$1,280.29	$1,047.09	$1,804.02
F	BlueSecure PPO 8	$614.27	$1,351.41	$1,105.26	$1,904.25
G	BlueSecure PPO 8	$646.60	$1,422.54	$1,163.43	$2,004.47
H	BlueSecure PPO 8	$678.93	$1,493.67	$1,221.60	$2,104.69
I	BlueSecure PPO 8	$711.26	$1,564.79	$1,279.77	$2,204.92
J	BlueSecure PPO 8	$743.59	$1,635.92	$1,337.94	$2,305.14
K	BlueSecure PPO 8	$775.92	$1,707.05	$1,396.12	$2,405.36
L	BlueSecure PPO 8	$808.25	$1,778.18	$1,454.29	$2,505.59
M	BlueSecure PPO 8	$840.58	$1,849.30	$1,512.46	$2,605.81
N	BlueSecure PPO 8	$905.24	$1,991.56	$1,628.80	$2,806.26
O	BlueSecure PPO 8	$969.90	$2,133.81	$1,745.15	$3,006.71
P	BlueSecure PPO 8	$1,034.56	$2,276.06	$1,861.49	$3,207.15
Q	BlueSecure PPO 8	$1,099.22	$2,418.32	$1,977.83	$3,407.60
R	BlueSecure PPO 8	$1,616.50	$3,556.35	$2,908.58	$5,011.18

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Effective Date: 09/01/2022

MONTHLY PREMIUM RATES AND PRODUCT(S) ELECTED

Class	Product Name	Subscriber	Subscriber and Spouse	Subscriber and Child(ren)	Family
A	HSA 28e	$316.00	$695.20	$568.80	$979.61
B	HSA 28e	$338.57	$744.86	$609.43	$1,049.58
C	HSA 28e	$361.14	$794.51	$650.06	$1,119.55
D	HSA 28e	$383.72	$844.17	$690.68	$1,189.52
E	HSA 28e	$406.29	$893.83	$731.31	$1,259.50
F	HSA 28e	$428.86	$943.48	$771.94	$1,329.47
G	HSA 28e	$451.43	$993.14	$812.57	$1,399.44
H	HSA 28e	$474.00	$1,042.80	$853.20	$1,469.41
I	HSA 28e	$496.57	$1,092.45	$893.83	$1,539.38
J	HSA 28e	$519.14	$1,142.11	$934.46	$1,609.36
K	HSA 28e	$541.72	$1,191.77	$975.08	$1,679.33
L	HSA 28e	$564.29	$1,241.43	$1,015.71	$1,749.30
M	HSA 28e	$586.86	$1,291.08	$1,056.34	$1,819.27
N	HSA 28e	$632.00	$1,390.40	$1,137.60	$1,959.22
O	HSA 28e	$677.15	$1,489.71	$1,218.86	$2,099.16
P	HSA 28e	$722.29	$1,589.02	$1,300.11	$2,239.10
Q	HSA 28e	$767.43	$1,688.34	$1,381.37	$2,379.05
R	HSA 28e	$1,128.58	$2,482.85	$2,031.43	$3,498.60

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Effective Date: 09/01/2022

MONTHLY PREMIUM RATES AND PRODUCT(S) ELECTED

Class	Product Name	Subscriber	Subscriber and Spouse	Subscriber and Child(ren)	Family
A	BlueSecure PPO LMV1 Pathway Network	$319.78	$703.50	$575.60	$991.33
B	BlueSecure PPO LMV1 Pathway Network	$342.62	$753.75	$616.72	$1,062.14
C	BlueSecure PPO LMV1 Pathway Network	$365.46	$804.00	$657.83	$1,132.95
D	BlueSecure PPO LMV1 Pathway Network	$388.31	$854.25	$698.95	$1,203.76
E	BlueSecure PPO LMV1 Pathway Network	$411.15	$904.50	$740.06	$1,274.57
F	BlueSecure PPO LMV1 Pathway Network	$433.99	$954.75	$781.18	$1,345.38
G	BlueSecure PPO LMV1 Pathway Network	$456.83	$1,005.00	$822.29	$1,416.19
H	BlueSecure PPO LMV1 Pathway Network	$479.67	$1,055.25	$863.40	$1,487.00
I	BlueSecure PPO LMV1 Pathway Network	$502.51	$1,105.50	$904.52	$1,557.81
J	BlueSecure PPO LMV1 Pathway Network	$525.35	$1,155.75	$945.63	$1,628.62
K	BlueSecure PPO LMV1 Pathway Network	$548.20	$1,206.00	$986.75	$1,699.43
L	BlueSecure PPO LMV1 Pathway Network	$571.04	$1,256.25	$1,027.86	$1,770.24
M	BlueSecure PPO LMV1 Pathway Network	$593.88	$1,306.50	$1,068.98	$1,841.05
N	BlueSecure PPO LMV1 Pathway Network	$639.56	$1,407.00	$1,151.21	$1,982.67
O	BlueSecure PPO LMV1 Pathway Network	$685.25	$1,507.50	$1,233.44	$2,124.29
P	BlueSecure PPO LMV1 Pathway Network	$730.93	$1,608.00	$1,315.66	$2,265.90
Q	BlueSecure PPO LMV1 Pathway Network	$776.61	$1,708.50	$1,397.89	$2,407.52
R	BlueSecure PPO LMV1 Pathway Network	$1,142.08	$2,512.50	$2,055.73	$3,540.48

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MONTHLY PREMIUM RATES AND PRODUCT(S) ELECTED

Class	Product Name	Subscriber	Subscriber and Spouse	Subscriber and Child(ren)	Family
A	BP PPO H Pathway Network	$542.66	$1,193.83	$976.76	$1,682.21
B	BP PPO H Pathway Network	$581.42	$1,279.10	$1,046.53	$1,802.37
C	BP PPO H Pathway Network	$620.18	$1,364.38	$1,116.30	$1,922.53
D	BP PPO H Pathway Network	$658.95	$1,449.65	$1,186.06	$2,042.69
E	BP PPO H Pathway Network	$697.71	$1,534.92	$1,255.83	$2,162.84
F	BP PPO H Pathway Network	$736.47	$1,620.20	$1,325.60	$2,283.00
G	BP PPO H Pathway Network	$775.23	$1,705.47	$1,395.37	$2,403.16
H	BP PPO H Pathway Network	$813.99	$1,790.74	$1,465.14	$2,523.32
I	BP PPO H Pathway Network	$852.75	$1,876.02	$1,534.91	$2,643.48
J	BP PPO H Pathway Network	$891.51	$1,961.29	$1,604.68	$2,763.63
K	BP PPO H Pathway Network	$930.28	$2,046.56	$1,674.44	$2,883.79
L	BP PPO H Pathway Network	$969.04	$2,131.84	$1,744.21	$3,003.95
M	BP PPO H Pathway Network	$1,007.80	$2,217.11	$1,813.98	$3,124.11
N	BP PPO H Pathway Network	$1,085.32	$2,387.66	$1,953.52	$3,364.42
O	BP PPO H Pathway Network	$1,162.85	$2,558.21	$2,093.06	$3,604.74
P	BP PPO H Pathway Network	$1,240.37	$2,728.75	$2,232.59	$3,845.06
Q	BP PPO H Pathway Network	$1,317.89	$2,899.30	$2,372.13	$4,085.37
R	BP PPO H Pathway Network	$1,938.08	$4,263.68	$3,488.43	$6,007.90