Medicare Advantage Group Agreement

This Anthem Medicare Preferred (PPO) Medicare Advantage Group Agreement (hereinafter "Agreement") is entered into as of January 1, 2024 (hereinafter "Effective Date") by and between the Police and Fire Retirement Fund of the Urban County Government (hereinafter "Group") and Anthem Insurance Companies, Inc. doing business as Anthem Blue Cross and Blue Shield (hereinafter "Anthem") sponsor of the Anthem Medicare Preferred (PPO) Medicare Advantage with Prescription Drug Plan (hereinafter "MAPD Plan"), upon the following terms and conditions. Anthem and Group each are sometimes referred to herein as a "Party" and collectively as the "Parties."

ARTICLE 1 - PURPOSE

Group has requested Anthem to provide health insurance coverage to its eligible retirees and other eligible individuals as described in this Agreement. Upon Anthem's receipt and acceptance of Group's signed application for coverage and payment of the first premium, this Agreement will be deemed executed by Group and shall be effective in accordance with its terms. This Agreement supersedes any prior agreements between the Parties regarding the subject matter of this Agreement. Anthem's standard policies, as they may be amended from time to time, will be used in the performance of services specified in this Agreement and the provision of benefits described in the Evidence of Coverage.

ARTICLE 2 - DEFINITIONS

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

Agreement. The following documents will constitute the entire Agreement between the Parties: this Agreement, and any addenda, endorsements, and schedules which are hereby incorporated by reference; the Evidence of Coverage and any riders thereto; the Group application; and the individual Applications and any reclassifications thereof submitted by Members of the Group.

Agreement Period. The 12-month period beginning on the Effective Date, and consecutive 12-month periods thereafter until the Agreement is terminated pursuant to the termination provisions herein.

Anniversary Date. The Anniversary Date of this Agreement means the date that falls at the end of each 12-month period following the Effective Date of this Agreement. All periods of time under this Agreement will begin and end at 12:01 A.M. local time at the Group's address.

Application. Any mutually agreed upon enrollment mechanism, including, without limitation, paper applications provided by Members or Group 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.

Effective Date. This Agreement shall be effective at 12:01 A.M. on January 1, 2024, and shall continue in full force and effect thereafter until terminated as provided herein.

Eligible Individual(s). Individuals who meet the requirements specified by the Group's eligibility rules, CMS requirements, this Agreement, and the Evidence of Coverage.

Eligibility Notice. A notice provided by Group to Anthem setting forth information regarding individuals eligible to participate in the MAPD Plan. An Eligibility Notice may be an "initial" notice, including an Application, provided prior to the Effective Date or a "subsequent" notice provided from time to time thereafter. See Section 3.E below.

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

Grace Period. The period specified in Section 6.C hereof for payment by Group 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.

Member. A person with Medicare (i) who is eligible to get 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.

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 3 - ELIGIBILITY AND ENROLLMENT

3.A Only Eligible Individuals may be enrolled in the MAPD Plan.

3.B Those individuals initially enrolled shall be Eligible Individuals for whom an Application shall have been timely filed for enrollment for themselves. Dependents who are Eligible Individuals shall be enrolled upon the timely filing of an Application on such dependent's behalf.

3.C The Group or its designee shall have the opportunity to submit Applications to add new, transferred and newly eligible individuals to the group of Members initially enrolled under this Agreement. However, before qualifying for enrollment, the new, transferred or newly eligible individual must meet all of the applicable eligibility requirements as set forth in this Agreement.

3.D The effective date of coverage for any such additional Member whose Application is accepted by Anthem shall be in accordance with the Evidence of Coverage and CMS requirements in effect at the time the Member's Application is approved.

3.E With such frequency as the Parties shall agree, Group shall furnish Anthem with Eligibility Notices setting forth deletions and changes to information provided in a Member's initial Application or subsequent Eligibility Notices.

3.F Anthem reserves the right to limit retroactive changes to enrollment in accordance with CMS guidance. Acceptance of payments from the Group or the payment of benefits to persons no longer eligible will not obligate Anthem to provide or continue to provide benefits for such persons.

3.G A Member who is determined by the Group or its designee to be ineligible for enrollment in the MAPD Plan shall be reported by Group on an Eligibility Notice as a deletion from the listing of Members reasonably in advance of such Member's termination. Anthem shall provide notice of termination to such Member in accordance with Anthem policies, the Evidence of Coverage and CMS requirements, and the Member's coverage shall terminate in accordance with such notice.

3.H Any retroactive disenrollments must be submitted by Anthem to CMS for approval. The Group 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.

3.I If Anthem verifies a Member's eligibility based on information provided by Group and such information gives rise to an erroneous verification of eligibility by Anthem, the Group will indemnify and hold Anthem harmless for any losses or damages arising from the Group's or its designee's failure to provide timely, accurate and complete eligibility information in a manner and format acceptable to Anthem.

ARTICLE 4 - OBLIGATIONS OF ANTHEM

4.A Anthem shall provide health care benefits to Members who receive Covered Services under the terms of this 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 this 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.

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

4.C Anthem shall furnish appropriate Application forms and related material necessary and appropriate for the enrollment of Members, and shall provide such assistance to the Group or its designee as may be reasonably necessary for enrollment purposes. Anthem shall maintain current eligibility status records in accordance with the Eligibility Notice(s) submitted by the Group or its designee for the purpose of administering this Agreement.

4.D 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.

4.E Any Late Enrollment Penalty assessed as a result of a lapse or other gap in Creditable Coverage, may be paid by Group on behalf of its membership. If the Group 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.

4.F 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.

4.G 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.

4.H Anthem will review, investigate, process and pay claims according to the terms and conditions of this 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.

4.I Either Party may subcontract any of its duties under this Agreement without the prior written consent of the other Party; provided, however, that the Party subcontracting such duties shall remain responsible for fulfilling its obligations under this Agreement.

ARTICLE 5 - OBLIGATIONS OF GROUP

5.A The Group 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 of determining eligibility for coverage, enrolling and disenrolling Members, processing terminations, effecting changes in this Agreement, effecting changes due to an individual becoming eligible for Medicare, effecting changes due to a Member becoming disabled, determining the amount payable by the Group under this Agreement, or for any other purpose reasonably related to the administration of this Agreement. The Group or its designee will give notification of eligibility to each Member who is or will become eligible for enrollment, and will collect and submit to Anthem an Application for each Member desiring to enroll.

5.B The Group or its designee shall promptly forward to Anthem all Applications, notices or other writings delivered to the Group or its designee from Members or individuals applying for coverage under this Agreement. If Group receives a question or complaint regarding benefits under this Agreement, Group shall advise the Member to contact Anthem.

5.C The Group or its designee will timely distribute to Members notices of premium changes and termination of this Agreement. Notice by Anthem to the Group 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. Group or its designee shall comply with all applicable laws and regulations relating to the distribution of notices and information to Members.

5.D Group hereby acknowledges, agrees and certifies its compliance during the term of this Agreement with the following requirements as they relate to Group's MAPD Plan(s).

5.D.1 Premium – Group hereby agrees and certifies, as to Member premium, if any, that:

(i) Different amounts can be subsidized by Group 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, Group 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) Group 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 Group plan pays premiums on behalf of a Medicare-eligible spouse or dependent, the amount the Member pays).

5.D.2 Low Income Subsidy – Group hereby agrees and certifies, as to Members who are subsidy eligible Individual pursuant to, but not limited to, 42 C.F.R. 423.773, that:

(i) The monthly premium subsidy amount for a Member eligible for the low-income subsidy will be first used to reduce the Member's portion of the monthly premium, and any remaining amount will be used to reduce Group's premium contribution. If the Group pays 100% of the premium, the Group may retain the full subsidy.

(ii) It is the Group's responsibility to reimburse or refund Members who are subsidy eligible individuals any premium credit resulting from the Low Income Subsidy, if applicable, in accordance with paragraph (i) above. Group agrees and certifies that any such credit

owed to eligible Members shall be returned to the applicable Member(s) by Group within forty-five (45) days of discovering the Member premium credit or notice from Anthem (whichever occurs first).

5.E In connection with any disclosure by Anthem to Group pursuant to Section 20.C and/or Section 21.C, upon request by Anthem, Group shall execute an agreement provided by Anthem with respect to the confidentiality of the information referenced in such Sections.

ARTICLE 6 – PREMIUM AND GRACE PERIOD

6.A The premium rates for coverage under this Agreement are set forth in Addendum A. Premium rates are based on the data provided by Group, consistent with applicable laws.

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

6.C The full amount due as set forth in Addendum A, including premium, taxes, fees or assessments, is due and payable on the 1st of each month during the term of this Agreement. Group 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. The payment amount must equal the "TOTAL DUE" amount shown on the billing statement, less any payment previously remitted but not reflected on the current billing statement. Once the Group exceeds its Grace Period and enters into Anthem's delinquency process, Group must pay 100% of the "TOTAL DUE" to avoid termination.

ARTICLE 7 - NOTICES

Any required notice under this 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 Group's principal place of business as shown on Anthem's records. Group will provide notice to its designated Anthem MAPD Representative.

ARTICLE 8 - CHANGES IN THE AGREEMENT

8.A During the Agreement Period, Anthem may change the benefit provisions and the terms and conditions thereof and/or the premium rates 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 Group 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. If Group does not meet underwriting or other requirements set forth in Addendum A, Anthem may change the premium rates by giving notice to Group as soon as reasonably possible after learning that Group does not meet such underwriting or other requirements.

8.B Except as otherwise provided in this section 8.B below, an amendment to this Agreement will not be effective unless in writing and signed by an authorized representative of Anthem and Group. If any change to the Agreement, benefits, and/or premium rates is unacceptable to Group, Group may terminate coverage under this Agreement by giving written notice of termination to Anthem in accordance with section 9.A below. Payment of the new amount in the event of a premium rate change, or continued payment of the current amounts in the event of an Agreement or benefit change only, will constitute acceptance of the change by Group, without the necessity of securing Group's signature on the schedule or amendment. The schedule or amendment will then become a part of this Agreement.

8.C Notwithstanding the provisions of Section 8.B above, unless Group provides sixty (60) days' advance written notice of termination, this Agreement will automatically renew on each

Anniversary Date, with the benefits and at the rates set forth in each year's Renewal Addendum and Amendment to Group's Agreement.

ARTICLE 9 - TERMINATION AND/OR SUSPENSION OF PERFORMANCE

9.A Group may terminate this Agreement at any time by giving Anthem at least sixty (60) days' advance written notice of termination. Group must pay all amounts due for each Member covered through the effective date of termination of this Agreement. Unless Group provides sixty (60) days' advance written notice of termination, this Agreement will automatically renew on each Anniversary Date, with the benefits and at the rates set forth in each year's Renewal Addendum and Amendment to Group's Agreement.

9.B Notwithstanding any other provision of this Article, if the Group fails to make in full any payment due under this Agreement within the Grace Period, Anthem may, in its sole discretion, terminate this Agreement, with written notice. Notwithstanding such termination or suspension, Anthem may, in its sole discretion, accept late payment of delinquent amounts submitted with a written request by Group to reinstate and, upon acceptance by Anthem, this Agreement may be reinstated retroactively to the last date for which full premium payment was made. Any such acceptance of a delinquent payment by Anthem shall not be deemed a waiver of Anthem's right to terminate this Agreement for any future failure of the Group to make full and timely payment of amounts due under this Agreement. Delivery of payment to Anthem or Anthem's receipt and negotiation of a tendered payment through its automatic deposit procedures shall not be deemed acceptance of such reinstatement or a retraction of such termination unless Anthem provides written notice to Group of reinstatement. Upon termination of the Agreement as provided in this paragraph, Anthem shall only have liability to make payment for Covered Services provided through the last date for which full premium payment was made by the Group.

9.C Notwithstanding any other provision of this Agreement, if the Group, or its designee (if any) (1) engages in fraudulent conduct or misrepresentation, Anthem may, in its discretion, rescind, cancel or terminate this Agreement immediately, subject to CMS guidelines, and (2) if the Group is non-compliant with the contribution or participation requirements of this Agreement, Anthem may terminate this Agreement upon sixty (60) days' advance written notice. The Group shall be liable to Anthem for any and all payments made and losses or damages sustained by Anthem arising as a result of such Group or designee's conduct.

9.D 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 this Agreement to Group at least ninety (90) days before the effective date of termination.

9.E Upon termination of this 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.

ARTICLE 10 - CLAIMS PAID AFTER EFFECTIVE DATE OF TERMINATION

In the event that (1) the Group terminates this Agreement without giving notice to Anthem as required by this Agreement, (2) the Agreement is terminated pursuant to Article 9.B or 9.C hereof, or (3) a Member is no longer eligible for coverage and has been terminated from the coverage without timely notice to Anthem, and, in each case, and, after the effective date of termination, Anthem (or its subcontracted vendors) makes payment of any claims which would otherwise have been payable under the terms of this Agreement but for the fact that the claims were incurred after the effective date of Agreement termination or Member ineligibility, as the case may be, the Group shall be liable to reimburse Anthem for all claim amounts paid.

ARTICLE 11 - 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 this Agreement.

ARTICLE 12 - DATA REPORTS

In the event the Group requests from Anthem information records or data reports which, in Anthem's opinion, differ substantially in substance or form from information records or data reports prepared by Anthem in the ordinary course of business (and if Anthem, in its discretion, agrees to provide such reports), Anthem shall be entitled to fix a reasonable charge for provision of such reports, and such charge shall be payable by Group at a mutually agreeable time.

ARTICLE 13 - LIMITATION ON ACTIONS

No action at law or in equity shall be brought to recover for any claims for any services covered under this Agreement unless such action is commenced not later than three (3) years after the date of the giving of the required notice or furnishing the required proof.

ARTICLE 14 - NO WAIVER

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

ARTICLE 15 - ASSIGNMENT

Neither Party may assign all or part of this Agreement without first obtaining the written consent of the other Party; provided, however that, 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 Agreement must continue to fulfill all Agreement obligations of the Party assigning this Agreement.

ARTICLE 16 - SERVICE MARKS

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

ARTICLE 17 – INTERPLAN/MEDICARE ADVANTAGE PROGRAM FOR PPO

17.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 this Agreement is described generally below.

17.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:

- The Medicare allowable amount for Covered Services; or
- 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.

17.C Nonparticipating Healthcare Providers Outside of MAPD Plan Service Area. When Covered Services are provided outside of the MAPD Plan service area by nonparticipating healthcare providers, the amount(s) a Member pays for such services will be based on either Medicare's limiting charge where applicable or the provider's billed charge. Payments for out-of-network emergency services will be governed by applicable federal and state law.

ARTICLE 18 - AGREEMENT ADMINISTRATION

18.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.

18.B 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.

18.C 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.

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

ARTICLE 19 - RELATIONSHIP OF THE PARTIES

Group and Anthem are separate legal entities. Nothing in this 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.

ARTICLE 20 – HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

20.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").

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

20.C Anthem may disclose Protected Health Information ("PHI") to Group for it to carry out Plan administration functions, but such disclosure may occur only after receipt of written certification from Group that: (1) Group's Plan documents and operations comply with the privacy requirements of HIPAA; (2) Group 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 or permitted by law.

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

ARTICLE 21 - MISCELLANEOUS

21.A Anthem hereby notifies Group 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 this 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. Group has no responsibility for additional payment to vendors nor any right to discounts, rebates, or excess money received from vendors.

21.B All Members enrolled under this Agreement shall have only the rights and benefits, and shall be subject to the terms and conditions, set forth in this Agreement and in the Evidence of Coverage.

21.C Anthem agrees to treat all proprietary information about Group's operations and its 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. 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 regulators, legal advisors, lenders, business advisors, and other third parties for purposes related to the subject matter of this 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.

21.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.

21.E Neither Party shall be deemed to be in violation of this 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.

21.F Group agrees and understands 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 Anthem.

21.G 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 Group 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 Medicare Advantage Group Agreement 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.

21.H This Agreement supersedes any and all prior agreements between the Parties, whether written or oral, and other documents, if any, addressing the subject matter of this Agreement.

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

21.J By the payment of appropriate premiums, Group accepts the terms and conditions of this Agreement, retroactive to the Effective Date, without necessity of Group's signature.

21.K Any applicable addenda attached to this Agreement hereby are incorporated into this Agreement by reference.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate by affixing the signatures of duly authorized officers.

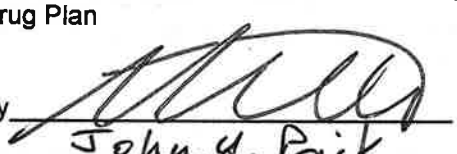
Police and Fire Retirement Fund of the Urban County Government

By_____

Title_____

Date_____

Anthem Insurance Companies, Inc. doing business as Anthem Blue Cross and Blue Shield, sponsor of the Anthem Medicare Preferred (PPO) Medicare Advantage with Prescription Drug Plan

By 

John G. Paik

Title VP & GM Group Retiree Solutions

Date September 20, 2023

Police & Fire Retirement Fund of the Urban County Government

Featured Plans and Rates - MAPD

Effective: January 01, 2024 through December 31, 2024

Medical Plan	Custom Medicare Advantage PPO 5PH
Pharmacy Plan	Custom 10/20/40/25% (E4) ECDHLP
Members	**542**
Medical	Monthly billed PMPM rates
Medical PMPM Premium	$10.96
Pharmacy	Monthly billed PMPM rates
Part D Rate	$33.10
Senior Rx Plus Rate	$14.63
Pharmacy PMPM Premium	$47.73
Total	Monthly billed PMPM rates
Total Rate	**$58.69**

A20230615

Police & Fire Retirement Fund of the Urban County Government Assumptions & Conditions Effective 01/01/2024 through 12/31/2024

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 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.

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.

Participants have Medicare Parts A and B.

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

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.

The group will contribute 100% towards the premium. If the contribution strategy does change, Anthem must be notified and reserves the right to re-evaluate its underwriting position. If more than one plan is offered to members, then PFRFUCG shall offer Anthem plan coverage to all eligible Members at terms and contribution levels that are no less favorable than those applicable to any other health coverage available through PFRFUCG.

The pricing census included a total of 542 retired members, including 18 Medicare eligible, pre-65 retired members. If the enrolled membership differs from the pricing census by more than 10% we reserve the right to review and change the pricing if necessary.

Broker Commissions are included at $11 PMPM.

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.

The group's eligibility policy will apply allowing for re-enrollment on the group's anniversary. "In-and-out" enrollments, with the exception of life status changes, are not allowed off the policyholder's anniversary.

A minimum of 90-day implementation is required.

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 by group or its representative.

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.

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.

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

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

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

The Medicare Advantage premium is guaranteed for 24 months and the Part D premium is guaranteed for 12 months. The medical premium increase for year two is guaranteed at a 0% increase plus any additional government imposed taxes or fees, if applicable.

Annual CMS Part D parameter changes do not impact claim projection by more than 2%.

Rates subject to CMS guidance, legislative changes, regulation changes, etc. that could alter projected costs or revenue impacting quoted years starting in 2024. 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.

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

Group contracts for a minimum of two years.

Assumes group/fund membership will not vary more than 10% from the quoted membership and county mix does not change by more than 10%.

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

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

Member contribution to plan relative to other plan offerings (if any) does not increase and in general member contribution to plan for the member does not increase by more than 5% as a percentage of the premium rates.

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 members) declared by the Centers for Disease Control to have occurred during the policy period.

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.

Other Stipulations

2025 applicable CMS EGWP benchmarks are at least as great as applicable 2024 CMS EGWP benchmarks in aggregate (assuming FFS rates track to EGWP benchmarks).

Overall CMS risk score actions - including normalization, model changes and coding difference adjustments - not to be worse than a 2% reduction each and any year for 2024, 2025, and 2026 in terms of overall impact to group.

Addendum B – Performance Guarantee Agreement

This Addendum to the Medicare Advantage Group Agreement between Anthem Blue Cross and Blue Shield (hereinafter "Anthem") and Group provides certain guarantees pertaining to Anthem's performance under the Agreement ("Performance Guarantees") and shall be effective for the period from January 1, 2024 through December 31, 2025. Descriptions of the terms of each Performance Guarantee applicable to the Parties are set forth in the Attachment to this Addendum and incorporated by reference into this Addendum. This Addendum shall supplement the Agreement. If there are any inconsistencies between the terms of the Agreement, including any prior Addendums or Exhibits, and this Addendum, the terms of this Addendum shall control. Capitalized terms used but not defined herein shall have the meaning(s) set forth in the Agreement.

Section 1. General Conditions

A. The Performance Guarantees described in the Attachment to this Addendum shall be in effect only for the Performance Period indicated above, unless specifically indicated otherwise in the Attachment.

B. Each Performance Guarantee shall specify:

(1) Performance Category. The term Performance Category describes the general type of Performance Guarantee.

(2) Reporting Period. The term Reporting Period refers to how often Anthem will report on its performance under a Performance Guarantee.

(3) Measurement Period. The term Measurement Period is the period of time over which Anthem's performance is measured, which may be the same as or different from the period of time equal to the Performance Period.

(4) Performance Period. Each year (or partial year) of the contract over which the Performance Guarantee is measured.

(5) Penalty Calculation. The term Penalty Calculation generally refers to how Anthem's payment will be calculated, in the event Anthem does not meet the target(s) specified under the Performance Guarantee.

(6) Amount at Risk. The term Amount at Risk means the amount Anthem may pay if it fails to meet the target(s) specified under the Performance Guarantee.

C. 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, which shall be available to Group upon request.

D. 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.

E. If the Parties do not have a fully executed Agreement in effect at the end of the Measurement Period, Anthem shall have no obligation to make payment under these Performance Guarantees.

F. Unless otherwise specified in the Attachment to this Addendum, 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.

G. If Group terminates the Agreement prior to the end of the Performance Period, or if the Agreement is terminated by Anthem for non-payment of amounts owed by Group to Anthem, then Group shall forfeit any right to collect any further payments under any outstanding Performance Guarantees, whether such Performance Guarantees are for a prior or current Measurement Period or Performance Period.

H. Anthem reserves the right to make changes to or eliminate any of the Performance Guarantees provided in the Attachment to this Addendum upon the occurrence, in Anthem's determination, of any of the following:

(1) A change to the plan benefits or the administration of the plan initiated by Group 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 Group that would allow Anthem to meet the Guarantee; or

(3) Changes in law

(4) The number of Medicare Advantage enrolled members goes up or down by 10% or more after the plan or renewal starts.

I. As determined by Anthem, Performance Guarantees may be measured using either aggregated data or Group-specific Data. The term Group-specific Data means the data associated with Group's Plan that has not been aggregated with other data from other groups. Performance Guarantees will specify if Group-specific Data shall be used for purposes of measuring performance under the Performance Guarantee.

J. The guarantees are measured and settled annually, with exceptions specified.

K. Performance will be based on the results of a designated service team/business unit assigned to Group, unless the guarantee is noted differently.

L. If any Performance Guarantees are tied to a particular program and its components, such Performance Guarantees are only valid if the Group participates in the program and such components for the entirety of the Measurement Period associated with the Performance Guarantee.

M. 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 Group's population.

N. The credit for any penalties will be calculated on a Per Member Per Month (PMPM) basis. Penalties will be calculated by multiplying the guarantee's PMPM amount by the applicable penalty percentage and the average actual enrollment during the Measurement Period. Penalties with respect to Implementation Guarantees, if any, will be calculated by multiplying the guarantee's PMPM amount by the applicable penalty percentage and the average actual annual enrollment.

O. Performance Guarantees apply when there are 500 or more enrolled members on the Effective Date and throughout the Performance Period.

Section 2. Payment:

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

B. Notwithstanding the above, Anthem has the right to offset any amounts owed to Group under any of the Performance Guarantees contained in the Attachment to this Addendum against any amounts owed by Group to Anthem, including, without limitation, under the Agreement.

C. Notwithstanding the foregoing, Anthem's obligation to make payment under the Performance Guarantees is conditioned upon Group's timely performance of its obligations provided in the Agreement, in this Addendum and the Attachment, including providing Anthem with the information or data required by Anthem in the Attachment. Anthem shall not be obligated to make payment under a Performance Guarantee if Group's or Group's vendor's action or inaction adversely impacts Anthem's ability to meet any of its obligations provided in the Attachment related to such Performance Guarantee, which expressly includes, but is not limited to, Group's or its vendor's failure to timely provide Anthem with accurate and complete data or information in the form and format expressly required by Anthem.

Addendum B – Performance Guarantee Agreement Attachment

Amounts at Risk

The total amount at risk for the below performance guarantees between Anthem and the Fund shall not exceed $2.80 Per Member Per Month (PMPM) in Year One and $2.00 PMPM in Year Two.

Performance Category	Year One 1/1/2024 - 12/31/2024	Year Two 1/1/2025 - 12/31/2025
Implementation Timeliness	$0.40 PMPM	N/A
Open Enrollment ID Card Issuance	$0.40 PMPM	N/A
Medicare Advantage Member Services - Call Abandonment Rate	$0.40 PMPM	$0.40 PMPM
Medicare Advantage Member Services - Service Level	$0.40 PMPM	$0.40 PMPM
Medicare Advantage Member Services – Service Skills	$0.40 PMPM	$0.40 PMPM
Medical Claims Payment Accuracy	$0.40 PMPM	$0.40 PMPM
Medical Claims Processing Timeliness	$0.40 PMPM	$0.40 PMPM

Performance Category	Amount at Risk	Guarantee	Penalty Calculation		Measurement & Reporting Period
Implementation Timeliness	Year 1 $0.40 PMPM	A minimum of 95% of all tasks will be completed by the dates specified in the implementation plan agreed to by the Parties. The implementation plan will be developed by Anthem and will contain tasks to be completed by the Fund and/or Anthem and a timeframe for completion of each task. The implementation plan will also contain measurement periods specific to each task. Anthem's payment under this Guarantee is conditioned upon the Fund's completion of all designated tasks by the dates specified in the implementation plan.	**Results** 95% or Greater 90.0% to 94.9% 85.0% to 89.9% Less than 85.0%	**Penalty** None 25% 50% 100%	Measurement Period Implementation Period Reporting Period 60 calendar days following end of implementation period
Open Enrollment ID Card Issuance	Year 1 $0.40 PMPM	100% of ID cards will be mailed to Open Enrollment participants no later than the Fund's effective date provided that Anthem receives an accurate electronic eligibility file and timely receipt of CMS confirmation of enrollment. An Accurate Eligibility File is defined as (1) an electronic eligibility file formatted in a mutually agreed upon manner; (2) received by Anthem no later than 30 calendar days prior to the Fund's effective date; and (3) contains an error rate of less than 1%. This Guarantee will apply to clean enrollment records in the electronic eligibility file. This will be measured using client-specific results.	**Results** 100% 98.5% to 99.9% 97.0% to 98.4% Less than 97.0%	**Penalty** None 25% 50% 100%	Measurement Period Effective Date Reporting Period 60 calendar days following end of implementation period
Medicare Advantage Member Services – Abandonment Rate	Year 1 $0.40 PMPM Year 2 $0.40 PMPM	A maximum of 5% of member calls will be abandoned. Abandoned Calls are defined as member calls that are waiting for a Customer Service Representative (CSR) but are abandoned before connecting with a CSR. This Guarantee will be calculated based on the number of calls abandoned divided by the total number of calls received in the customer service telephone system. Calls abandoned in less than five seconds will not be included in this calculation. This will be measured on the Medicare Advantage population enrolled through Group contracts.	**Results** 5.0% or Less 5.01% to 5.50% 5.51% to 6.00% Greater than 6%	**Penalty** None 25% 50% 100%	Measurement Period Annual Reporting Period Annual

Performance Category	Amount at Risk	Guarantee	Penalty Calculation		Measurement & Reporting Period
Medicare Advantage Member Services – Service Level	Year 1 $0.40 PMPM Year 2 $0.40 PMPM	80% of calls will be answered by a CSR within 30 seconds or less. Service Level is defined as the percentage of calls answered by a CSR within 30 seconds or less; out of total calls received. This Guarantee will be calculated based on the total number of calls received in the customer service telephone system. This will be measured on the Medicare Advantage population enrolled through Group contracts.	**Results** 80.0% or Greater 79.0% to 79.9% 78.0% to 78.9% Less than 78.0%	**Penalty** None 25% 50% 100%	Measurement Period Annual Reporting Period Annual
Medicare Advantage Member Services – Service Skills	Year 1 $0.40 PMPM Year 2 $0.40 PMPM	A minimum average score of 85% will be attained on the Service Skills component of the member satisfaction survey. The e-mail survey is conducted after a member calls a CSR. Each member caller is asked to rate the CSR. The response is scored based on the total number of attributes that a member caller rates as positive, defined as top-2-box scores, divided by the number of attributes for which the member caller provides an answer (Member Score). This Guarantee will be calculated by determining the average of all Member Scores. This will be measured on the Medicare Advantage population enrolled through Group contracts.	**Results** 85.0% or Greater 83.5% to 84.9% 82.0% to 83.4% Less than 82.0%	**Penalty** None 25% 50% 100%	Measurement Period Annual Reporting Period Annual
Medical Claims Payment Accuracy	Year 1 $0.40 PMPM Year 2 $0.40 PMPM	A minimum of 97% of medical claims will be paid or denied correctly. This Guarantee will be calculated based on the number of audited medical claims paid and denied correctly divided by the total number of audited medical claims paid and denied. The calculation of this Guarantee excludes claims in any quarter that Groups request changes to Plan benefits, until all such changes have been implemented. This will be measured on Anthem's Medicare book of business.	**Results** 97.0% or Greater 95.5% to 96.9% 94.0% to 95.4% Less than 94.0%	**Penalty** None 25% 50% 100%	Measurement Period Annual Reporting Period Annual
Medical Claims Processing Timeliness	Year 1 $0.40 PMPM Year 2 $0.40 PMPM	A minimum of 95% of clean medical claims will be adjudicated within 30 calendar days of receipt provided that Anthem receives accurate and timely eligibility information to allow timely claims processing. Clean medical claims are defined as claims that process through the system without the need to obtain additional information from the provider, member, or other external sources. This Guarantee will be calculated based on the number of clean medical claims processed within 30 calendar days of receipt divided by the total number of clean claims. The calculation of this Guarantee does not include claim adjustments and does not include claims for Members enrolled under COBRA. The calculation also excludes in any quarter, claims when Groups request changes to Plan benefits, until all such changes have been implemented. This will be measured on Anthem's Medicare book of business.	**Results** 95.0% or Greater 93.5% to 94.9% 92.0% to 93.4% Less than 92.0%	**Penalty** None 25% 50% 100%	Measurement Period Annual Reporting Period Annual

Anthem Blue Cross and Blue Shield Group Application

Anthem Insurance Companies, Inc. dba Anthem Blue Cross and Blue Shield Anthem Medicare Preferred (PPO) Medicare Advantage with Prescription Drug Plan	Effective Date: January 1, 2024 State: Kentucky

Section 1: Applicant

Group Legal Name (including DBA, if any) Police and Fire Retirement Fund of the Urban County Government			
Street Address 200 East Main Street	City Lexington	State KY	Zip Code 40507
Type of Business Municipality	Tax ID Number 61-0858140	Location of Group Headquarters Lexington, KY	
Officer Name & Title Susan Combs	Group Contact Name & Title Susan Combs, Pension Administrator		
Number of Eligible Retirees 542	Group Contact Email scombs@lexingtonky.gov	Group Contact Phone Number 859-258-3539	

Section 2: Current Carrier(s)

Current Carrier Name(s), Product(s), Number of Retirees Covered Humana Medicare Advantage 542 Enrolled	
Will Anthem Blue Cross and Blue Shield ("Anthem") be the exclusive offering? If no, please provide detail. Yes	Does Group contribute to retiree premium? Will contribution change? Please provide detail. Attach separate sheet, if needed. Yes, Yes

Section 3: Third-Party Administrators (TPAs)

Will Group be using a TPA? If yes, please provide detail below. ☐ Yes ☑ No			
TPA Name	TPA Services		
Street Address	City	State	Zip Code

Section 4: Clinical Calls to Members

Anthem receives Member telephone numbers from Group through enrollment files, paper applications, or the online employer access portal. By signing this application below, Group attests that (i) Telephone numbers are provided directly to Group by Members as part of the employment or health plan enrollment process and this phone number may be periodically updated by the Member, (ii) Group does not obtain telephone numbers through a lookup service or other third party, and (iii) Group retains Member employment or health plan enrollment records for a period of at least 4 years.

As part of its customary practice, Anthem will honor Do Not Call requests with certain limited exceptions permitted by law for cell phone numbers and landlines.

Section 5: Broker/Consultant

Broker Consultant Name Benji Marrs / Benefit Insurance Marketing		State License Number 313206	
Street Address 1151 Red Mile Rd	City Lexington	State KY	Zip Code 40504
Broker/Consultant Personal Tax Identification Number (if commissions will be paid)	Email benji@bimgroup.us	Phone Number 859-255-9455	

Broker/Consultant Agency Firm Tax Identification Number (if commissions will be paid) 621-0966902		
Certification: I certify that: I have reviewed this Group Application for completeness and accuracy. I have not completed any of the information contained in this Group Application or individual applications except with the permission of the applicant and as noted by my initials on the application. I have not signed this Group Application or any individual applications for a group representative or individual applicant. I have advised the Group that a failure to provide complete and accurate information may result in a loss of coverage retroactively to the effective date of coverage or re-rating of the Group's premium or fees retroactive to the effective date, and that coverage shall not be effective until Anthem reviews and approves the application and the Group receives a written notice and contract from Anthem.		
Broker/Consultant Name Benji Marrs, Sr. Benefit Strategist	Broker/Consultant Signature	Date 09/22/2023

Section 6: General Agreement

The Group and authorized representative hereby request approval for coverage through Anthem and to be bound by the regulations pertaining to coverage under the insurance contracts and policies as adopted and/or revised from time to time. By executing this Application, Group or authorized representative on behalf of the Group understands and certifies the following and agrees by payment of the required charges:

1. To comply with all terms and provisions of the group contract(s) issued.
2. To make the coverage available to all eligible retirees and to distribute information and documents to enrolled retirees as needed.
3. To maintain records and furnish to Anthem or Group's designated broker/consultant any information required in connection with administration of the coverage.
4. That approval for this coverage will cancel any prior contracts and/or coverage with Anthem with respect to the coverage applied for by this Application, effective concurrently with the effective date of the Group's coverage.
5. To pay Anthem by the due date, the charges on behalf of each retiree covered under the contract, unless otherwise stated in any financial agreements between the parties, to submit applications of retirees prior to their date of eligibility, to keep all necessary records regarding membership, and to assume responsibility for handling the COBRA and state-mandated continued group coverage and/or conversion process, if applicable.
6. That Anthem will mail all member notices to be provided by Anthem directly to the members at their last known address.
7. If an advance check is submitted, it does not create temporary or interim coverage and that receipt and deposit of that payment does not guarantee issuance of coverage. Rather, issuance of coverage is expressly conditioned on Anthem's determination that the Group is an acceptable risk based on its current underwriting practices and procedures. Unless these conditions are met, there shall be no liability on the part of Anthem except to refund the payment. The Group will be responsible for returning to individual retirees any part of the payment contributed by those retirees.
8. That all the information requested on this application must be completed. The Group understands that the coverage issued by Anthem may be different from the coverage applied for herein. In that event, Anthem shall notify the Group of such differences, and by payment of the appropriate charges, the Group will be deemed to have accepted the coverage as issued.
9. That the charges calculated for the Group are contingent upon the accuracy of the eligibility data submitted on retirees and covered dependents to Anthem by the Group and that 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 by Group or its representative.
10. That the requested coverage is not in effect unless and until this application is approved by Anthem, that approval of coverage shall be evidenced by issuing group contracts and/or policies to the Group, and a retiree's coverage is not in effect unless and until the retiree applies and is approved for coverage by Anthem.
11. That Group shall be required to execute additional documentation, including without limitation, the Medicare Advantage Group Agreement, in order to effectuate the coverage applied for hereunder.
12. That the entire application for group coverage has been reviewed, and all information contained herein is true and complete to the best of the Group and/or authorized representative's knowledge and belief.

Group Signature		
Name & Title of Authorized Group Representative	Signature	Date