ADMINISTRATIVE SERVICES AGREEMENT (Level-Funding)

(Hereinafter, the "Agreement")
by and between
_____ (Hereinafter called the "Plan Sponsor" or "Plan")
and
Alliant Health Plans, Inc. (Hereinafter called the "Company")

Whereas, the Plan Sponsor has expressed its intention to provide benefits for certain classes of individuals (hereinafter called "Members") in accordance with a self-insured employee welfare benefit plan (hereinafter called the "Plan"); and

Whereas, except as specifically provided herein, the Plan Sponsor will retain all liabilities under the Plan, and the Company will provide the agreed-upon services to the Plan without assuming any such liability; and

Whereas the Plan is an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 ("ERISA") and the Plan Sponsor, who is both the fiduciary of the Plan and the Plan Administrator, hereby retains the Company to provide services for the Plan in accordance with the following terms and conditions;

Now, therefore, in consideration of the payments to the Company as provided herein, and subject to the terms and conditions contained herein, it is hereby agreed as follows:

Section 1. Definitions

As used in this Agreement, its Appendices and attachments, unless otherwise specifically provided:

A. "Anniversary Date" means 12 months from the Effective Date and the same date each subsequent year.

B. "Claim Payment Recovery" is a recovery of a claim payment or a portion thereof that (based on applicable Plan terms and provisions) is identifiable to a specific Member and is recoverable because of that payment:

i. is in excess of the benefit amount otherwise payable;
ii. should not have been paid;
iii. did not take into account other forms of insurance or coverage, which paid or should have paid before the Plan; or
iv. is paid to the wrong payee(s).

Claim Payment Recovery shall not include the services described in the "Subrogation and Right of Recovery" provision in the "Other Financial Provisions" Section.

C. "Agreement Month" means a calendar month.

D. "Agreement Year" means that period of 12 consecutive months that begins on the Effective Date and each subsequent Anniversary Date.

E. "Health Information" means any information, including "Protected Health Information" defined in the HIPAA Privacy Attachment, related to the past, present or future physical or mental health condition of a Member or the provision of health care to a Member or the past, present or future payment for the provision of health care to a Member that identifies or could reasonably be used to identify a Member.

F. "Member" means any employee, or covered dependent if any, as defined by the Plan, including those whose coverage under the Plan is being continued under the COBRA health continuation provision, if any, of the Plan. Member shall be the same as a Covered Person.

G. "Party" means the Plan Sponsor or the Company and when used collectively is "Parties."

H. "Plan" means that the Employee Welfare Benefit Plan established by the Plan Sponsor within the meaning of ERISA and the benefits described in the Summary Plan Description constitute benefits available under the Plan and are referred to collectively in this Agreement as "the Plan."

I. "Plan Administrator" shall have the meaning ascribed to the term "administrator" as defined in ERISA and shall have a comparable meaning for non-ERISA plans.

Section 2. Services

The Company will provide the services listed in the Services Attachment. The Company will process claims in accordance with the time frames and other rules set forth in applicable federal law and regulations. The Company:

(1) Agrees to process and pay claims on behalf of the Plan Sponsor in strict accordance with coverage outlined in the Plan. Any exceptions requested by the Plan Sponsor will be the sole financial responsibility of the Plan Sponsor and will not be eligible for stop-loss reimbursement.

(2) Is hereby authorized to administer Plan's benefits in accordance with specific plan provisions set forth by the Plan Sponsor, standard administrative practices, and applicable law.

(3) Is authorized to order, request, and make investigations of any claims of any type required for processing of the claim.

(4) Is authorized and empowered to pay claims, to reject and refuse payment of claims or to compromise and settle disputed claims subject to the directions of the Plan Sponsor.

(5) Will pay all claims which it has determined to properly qualify under the terms of the Plan, without additional consent from the Plan Sponsor.

Section 3. Banking Arrangements

Establishment and Maintenance of Bank Account. With respect to the Plan's claims and Plan Sponsor's obligations under this Agreement, the Company shall establish and maintain a bank account for the purpose of administering claims payments and stop-loss coverage reimbursement of this Plan. The Plan Sponsor shall make monthly payments as outlined in the Plan Sponsor's Payment Obligations Attachment to the Company, and any other financial obligations under this Agreement, and the Company will deposit these funds in this account less administrative fees, broker fees, stop-loss premiums, and other fees or taxes as necessary. Payment of claims and reimbursement of stop-loss insurance will be handled through this bank account, and a reconciliation of the account will be provided to the Plan Sponsor at a minimum on an annual basis. This is an account owned and operated by The Company and the Plan has no ownership rights or access to this banking arrangment other than to fund claims, stop-loss premiums and administration of the health plan for The Company.

Section 4. Payments to the Company

A. Fees. The Plan Sponsor shall pay the Company the fees as described in more detail in the Plan Sponsor's Payment Obligations Attachment and at the fee rates as communicated to the Plan Sponsor by the Company in writing that shall form part of this Agreement.

B. Medical Claims. The Plan Sponsor shall pay to the Company: (i) an amount equal to the amount of the Plan Sponsor's maximum monthly and run-out claim liabilities for self-funded medical claims under the Plan as described in more detail in the Plan Sponsor's Payment Obligations Attachment (to be included as claims or claim money are costs and expenses of investigation of claims); and (ii) the Plan Sponsor's portion of network access fees and provider incentive payments, if any, as determined by the Company, under fee arrangements negotiated by the Company with health care providers.

C. Drug Claims. Some drug claims are processed by a third-party Pharmacy Benefits Manager (PBM), while claims for drugs covered under the Medical Plan are processed by the Company. The Plan Sponsor shall pay to the Company an amount equal to the amount of the Plan Sponsor's maximum monthly and run-out liabilities for self-funded drug claims under the Plan. Such provision of money for drug claims is included in the Plan Sponsor's payments described in the Plan Sponsor's Payment Obligations Attachment. The drug claims are considered to include (i) charges for drugs, plus (ii) dispensing fees for prescriptions filled for Members by participating and mail-order pharmacies, and (iii) sales tax where required by law.

Charges for drugs provided to Members may be based on the average wholesale price of a prescription drug as calculated by the PBM using a variety of factors, including but not limited to the First DataBank National Drug Data File or another nationally recognized pricing source. The PBM's method of calculating the average wholesale price of a prescription drug may change from time to time, as the PBM shall determine. The Company shall have no duty to notify the Plan Sponsor of any such change.

D. Deposit. The Company reserves the right to require the Plan Sponsor to pay a deposit amount (the "Deposit") which shall be payable within 15 business days of demand. The Deposit shall be held by the Company for the duration of this Agreement. The Deposit shall not exceed the amount projected by the Company to be sufficient to cover the Plan Sponsor's Payment Obligations (as outlined in the Plan Sponsor's Payment Obligations Attachment) for one month. The Company reserves the right to increase

the amount of the Deposit during the term of this Agreement. The Company shall not pay, and the Plan Sponsor shall not be entitled to receive any interest payments on the Deposit. The Deposit shall not be applied toward any obligation of the Plan Sponsor to the Company during the term of this Agreement but prior to termination. Any deposit monies remaining after the expiration of a 90-day period after termination of this Agreement shall be returned to the Plan Sponsor, less any outstanding amounts owed by the Plan Sponsor to the Company.

Section 5. Pharmacy Benefit Management Services

A. Services to be provided by the PBM

If Pharmacy Benefit Management Services are applicable to the Plan Sponsor, the Company shall arrange for services to be provided by a pharmacy benefit manager (PBM) to support the pharmacy expense benefit provided under the Plan Sponsor's Plan, as follows:

(1) The PBM shall perform pharmacy services for Members through its network of participating pharmacies.

(2) The PBM shall adjudicate claims for pharmacy expenses covered under the Plan submitted by participating pharmacies using the PBM's electronic online claim adjudication system. The PBM's claim adjudication system will include all Plan information regarding deductibles, copayments, coinsurance, Member out-of-pocket maximums, benefit maximums, and any other features of the Plan to be used in processing claims. Participating pharmacies may collect from Members at the point of sale the amount specified in the Plan. The PBM shall reimburse participating pharmacies for such claims according to the terms of the PBM's Agreement with the participating pharmacy.

(3) The PBM reserves the right to revise the drug formulary at any time and without prior Notice.

B. Services to be provided by Company

The Company shall provide the following support for the pharmacy expense benefit provided under the Plan Sponsor's Plan:

(1) Based on the information it receives from the Plan Sponsor, timely notify PBM of the identity of each Member eligible for pharmacy expense benefits under the Plan, the date the Member becomes eligible, and the date the Member's eligibility ends.

(2) Reimburse PBM for the total of the amount of all payments due pursuant to the Drug Claims provision in this Agreement's Section 4, "Payments to the Company," for drugs provided to Members during the preceding billing period, including dispensing fees the PBM charged for prescriptions filled for Members by participating and mail-order pharmacies during the preceding billing period.

(3) The Plan Sponsor acknowledges that the PBM's mail service pharmacy may, from time to time, engage in therapeutic interchanges.

(4) The PBM's mail service pharmacy may dispense drugs to Members even if the prescription is not accompanied by the correct copayment, coinsurance, or deductible amount. If the Company is charged for any uncollectible copayment, coinsurance, or deductible amount, the Plan Sponsor shall be liable to Company for such amount if reasonable collection efforts by the PBM fail.

C. Limitations

The Company does not direct or exercise any control over the professional judgment exercised by any pharmacist in dispensing prescriptions or providing pharmaceutical-related services at a PBM participating pharmacy. Participating pharmacies are independent, not employees or agents of the Company, and the Company shall not have any liability to Plan Sponsor or any Member for any loss or damage related to or in any way growing out of any act or omission of any PBM participating pharmacy or its agent or employee.

Section 6. Plan Sponsor Responsibilities

A. Payments to Company. The Plan Sponsor shall make all payments under this Agreement as provided in this Agreement and the Plan Sponsor's Payment Obligations Attachment.

B. Enrollment and Determination of Eligibility.

(1) The Plan Sponsor shall:

(a) handle all routine inquiries from Members, including inquiries from Members seeking information concerning enrollment in the Plan and information concerning particular aspects of the Plan; and

(b) handle all enrollment activity; and

(c) notify Members of their right to apply for benefits and make available the necessary enrollment, claim, and any other necessary forms supplied by the Company; and

(2) In determining any person's right to benefits under the Plan, the Company shall rely on eligibility information consistent with the description in the Plan and information provided by the Plan Sponsor. It is mutually understood that the effective performance of this Agreement by the Company will require that it be advised on a timely basis by the Plan Sponsor of the identity of persons covered under the Plan and the effective date or the termination date of their coverage.

For the purpose of determining fees under this Agreement, a Member shall be considered to be:

(a) enrolled on the date of enrollment if the enrollment date is the first date of the month;

(b) enrolled on the first day of the first month following the month in which the Member is eligible to receive benefits under the Plan where the enrollment is after the first of the month; and

(c) terminated on the last day of the last month in which the Member is eligible to receive benefits under the Plan.

Retroactive adjustments for Member enrollment or termination may be allowed for periods not exceeding sixty (60) days. Plan Sponsor shall remain liable to Company for any claims that were paid on the Plan's behalf for services rendered to a Member after the date on which Plan Sponsor seeks to terminate said Member but prior to Company's notification of such retroactive termination.

C. Plan Benefits. The Plan Sponsor shall retain the responsibility for all Plan benefit claims and all expenses incident to the Plan. The Plan Sponsor has partially fulfilled such responsibility by its payments made pursuant to this Agreement's Section 4 and the Plan Sponsor's Payment Obligations Attachment. The Plan Sponsor shall also be responsible for:

(1) any state premium or similar tax on the stop-loss premiums, or any other tax, including assessments from the Affordable Care Act, including any penalties and interest payable with respect thereto, assessed against the Company on the basis of or measured by the amount of Plan benefits administered by the Company pursuant to this Agreement; and

(2) subject to Section 7 of this Agreement, any amounts that the Company may become liable for which arise from any legal action or proceeding related to the recovery of benefits under the Plan or the administration of the Plan; and

(3) reviewing any and all claims/benefits payment reports for any readily apparent errors, including but not limited to those related to eligibility, furnished by the Company to the Plan Sponsor and informing the Company of any errors contained therein within thirty (30) days of the Plan Sponsor's receipt of said claim report(s). Failure to so notify the Company shall constitute a waiver on the Plan Sponsor's part of any claim against the Company for failure to pay the claim at issue accurately. Any claims errors shall not be an excuse for failing to make payments that are due to the Company; and

(4) reimbursing the Company for any Plan benefits paid by the Company to Members who were not eligible for Plan benefits and with respect to whom the Plan Sponsor does not timely notify Company of such Member's lack of eligibility; and

(5) reimbursing any health care service provider with whom Company has entered into a provider agreement that has provided covered services to a Member if Company is unable to or otherwise does not reimburse such provider as a result of Plan Sponsor's failure to fulfill its obligations under this Agreement, including but not limited to providing sufficient funds as required under this Agreement. Plan Sponsor further acknowledges that it is responsible and is a guarantor of payment for covered benefits under the Plan. Plan Sponsor acknowledges that, through provider Agreements negotiated by Company, Plan Sponsor, as the party responsible for payment, has certain obligations not inconsistent with the terms of this Agreement, even though it is not a party to such provider agreements. As such, any Agreement provider may bring a cause of action or assert a lien against Plan Sponsor for payment of any unpaid claims for covered services rendered by such provider to a Member.

CI. COBRA. If COBRA is applicable to the Plan Sponsor, the Plan Sponsor is responsible for performing the duties required by the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (COBRA).

CII. Delays. The Company shall not be responsible for any delay in the performance of its duties under this Agreement or for non-performance hereunder if such delay or non-performance is caused or contributed to in whole or in part by the failure of the Plan Sponsor to promptly furnish any required or requested information.

F. IRS and Other Regulatory Filings. The Plan Sponsor shall be solely responsible for the submission of all required IRS forms and other regulatory filings. The Company, however, shall provide the Plan Sponsor with information in its possession reasonably necessary for Plan Sponsor to submit said forms upon request of the Plan Sponsor. Plan Sponsor understands that they may be required to file a Form 5500 with the US Department of Labor for this Plan as a funded welfare plan.

(1) The Company shall provide the Plan Sponsor with applicable Schedules A or C and such other information in its possession reasonably necessary for Plan Sponsor to submit said 5500 Forms upon request of the Plan Sponsor. In the event the Company fails to provide the Plan Sponsor with the requisite information prior to the filing deadline, Plan Sponsor is not relieved of its responsibility to timely submit said 5500 Forms. Rather, Plan Sponsor should submit the 5500 forms and indicate therein that it has not yet received all pertinent information. The Company's failure to provide the Plan Sponsor with the information necessary to submit the 5500 Forms shall not be a material breach of this Agreement, and the Plan Sponsor's sole remedy for such failure shall be the termination of this Agreement.

(2) The Company shall provide the Plan Sponsor with applicable information in its possession reasonably necessary for Plan Sponsor to submit 1095 Forms upon request of the Plan Sponsor. In the event the Company fails to provide the Plan Sponsor with the requisite information prior to the filing deadline, Plan Sponsor is not relieved of its responsibility to timely submit said 1095 Forms. Rather, Plan Sponsor should submit the 1095 forms and indicate therein that it has not yet received all pertinent information. The Company's failure to provide the Plan Sponsor with the information necessary to submit the 1095. Forms shall not be a material breach of this Agreement, and the Plan Sponsor's sole remedy for such failure shall be the termination of this Agreement.

G. Furnishing of Information. The Plan Sponsor will furnish the Company with correct and complete information required by the Company to provide the Services, including, but not limited to, eligibility information, the identity of agents and brokers, information to verify contribution and participation requirements with respect to insurance Policies issued by the Company, and a copy of the Plan and any Amendments thereto. The information will be furnished at times and in such manner as the Company may request. The Company will assume that all such information is complete and accurate and will be under no duty to question the accuracy of such information. The Company, at its discretion, may charge reasonable additional fees to the extent additional services are requested or required because the information is not furnished, is incomplete or inaccurate, or is not furnished at the time or in the manner as requested.

H. Compliance with Appendices. The Plan Sponsor shall comply with the Attachments that form part of this Agreement.

I. Plan Sponsor's Affiliates and Subsidiaries. With advance notice to and the approval of the Company, the Plan Sponsor may include the employees and dependents of a subsidiary or affiliated companies under this Agreement. The Plan Sponsor will be liable for the payment of all amounts due to the Company and for the adequate funding with regard to Members of a subsidiary and affiliated companies.

J. Disclosures to Members. The Plan Sponsor will distribute summary plan descriptions and the Summary of Benefits and Coverage to all Plan participants as required by law. The Plan Sponsor will make all disclosures to Members under its Plan as required by applicable law, including but not limited to the Health Insurance Portability and Accountability Act, the Newborns' and Mothers' Health Protections Act, the Women's Health and Cancer Rights Act, the Affordable Care Act and COBRA.

K. Third-Party Legal Proceedings. As stated in the provisions of Section 2 regarding Claims Appeals, the Company will have complete authority and discretion to determine all matters related solely to claims appeals. Plan Sponsor shall be responsible for its own defense of any legal action brought by a third party related to the Plan. Nothing herein shall require the Plan Sponsor to defend the Company in an action in which the Company is a named party. Nothing herein shall require the Company to defend the Plan Sponsor. The Company and the Plan Sponsor shall cooperate in defense of any legal proceeding, and each party will furnish the other and its legal counsel with all pertinent information regarding the proceeding.

L. Special Payments. To the extent that the federal or state government, through Medicare, Medicaid, the Veterans Administration, or any other agency or entity asserts a reimbursement right against the Plan Sponsor or against the Company, pursuant to that agency's or entity's rights under applicable law (for example, Medicare Secondary Payor rules), with respect to claims processed by the Company under this Agreement, the Plan Sponsor shall be responsible for reimbursing any such amounts determined to be owed. Any such reimbursements requested of the Company during this Agreement prior to its termination shall be processed by the Company in the same manner as any other claim, and the Company shall be responsible for asserting any applicable defenses to such request. Any such reimbursements requested of the Company after the termination of this Agreement shall be forwarded to the Plan Sponsor for resolution. The Company will work with the Plan Sponsor to determine whether and to what extent such request must be honored, and the Plan Sponsor shall promptly make any necessary payment. This provision shall survive the termination of this Agreement.

Section 7. Indemnification and Limitation of Liability

A. Plan Sponsor's Indemnification. The Plan Sponsor will indemnify, protect and hold the Company harmless from any loss, liability, claim, or expense (including attorney's fees, court costs, and expenses of litigation) arising out of any act or omission of the Plan Sponsor in connection with the Plan or in connection with this Agreement, including compensatory, punitive, or other damages. The Plan Sponsor shall also indemnify, protect and hold the Company harmless from any and all loss, liability, claim, damage, or expense (including attorney's fees, court costs, and expenses of litigation) arising out of or in any way related to a breach of duty by the Plan Administrator or the named fiduciary of the Plan.

B. Company's Indemnification. The Company will not be liable for any act or failure to act on the part of itself, or any of its Affiliates in the exercise of its powers and performance of its duties hereunder, including any erroneous payment of benefits, which act or failure to act is performed by the Company in good faith. The Company agrees to indemnify, protect and hold the Plan Sponsor harmless from any and all extra non-benefit costs, loss, liability, claim, or expense (including attorneys' fees, court costs, and expenses of litigation) arising out of the dishonest, fraudulent or criminal acts of the Company's employees and Affiliates acting alone or in collusion with others, or out of the Company's breach of its duty as claim appeal fiduciary. The Company's duty to indemnify and hold the Plan Sponsor harmless shall not extend to acts or omissions of participating providers who render health care services with respect to Members.

C. Exclusion from Indemnification. The Company shall not be responsible for Plan Sponsor's lost profits, exemplary, special, punitive, or consequential damages or be liable to the Plan Sponsor for the same.

D. Survival. The terms of this Section shall survive the termination of this Agreement.

Section 8. Authority to Control and Manage the Plan

A. Agency Relationship. The Company, in performing its duties under this Agreement, is acting only as an agent of the Plan Sponsor, and the rights and responsibilities of the parties shall be determined in accordance with the law of agency except as otherwise herein provided.

B. Company's Control and Authority.

(1) The Company and the Plan Sponsor agree that while this Agreement is in effect, the Company and its delegates shall have exclusive authority to provide the Plan with the services listed in the attachments and that during such time the Plan Sponsor shall not undertake on its own nor shall it authorize or allow any other person or entity to provide any of those services without the prior written consent of the Company.

(2) The Company and the Plan Sponsor agree that the Company shall have no liability under this or any other agreement between the said parties with respect to any payment of benefits or other activity that violates the provisions of subsection 8.B.1 above.

C. Plan Sponsor's Control and Authority. The Plan Sponsor acknowledges that, except as expressly provided in this Agreement, it and the Plan Administrator have the exclusive authority to control and manage the Plan. The Plan Sponsor expressly agrees that the Company is not the Plan Administrator. The Plan Sponsor expressly agrees that the Company is not the named fiduciary or a fiduciary of the Plan and that neither the Plan Sponsor nor the Plan Administrator will designate the Company as the named fiduciary or a fiduciary of the Plan. Nothing in this Agreement shall be deemed to confer upon the Company any power, discretion, authority, or control over the Plan or Plan assets, or responsibility for the terms or validity of the Plan, or to alter, modify, or waive any terms or conditions of the Plan, or to waive any breach of any such terms of conditions, or to bind the Plan Sponsor, except as described in Section 2, hereof.

D. Plan Documents. The Plan Sponsor acknowledges that the Plan Administrator has the responsibility to provide Members with a summary plan description ("SPD") and to make available to Members certain other materials and information. To the extent that the Plan Sponsor uses documents, including but not limited to the SPD, or other materials or information provided to the Plan Sponsor by the Company for the purpose of satisfying the Plan Administrator's obligations, the Plan Sponsor acknowledges that it adopts such documents and other material and information as to its own as if they were drafted and made available to Members by the Plan Sponsor and under the authority of the Plan Administrator. The fact that the Company has drafted or assisted in drafting any document, including but not limited to the SPD, or provided any other materials or information to the Plan Sponsor, shall not be construed as the exercise of any discretion, authority, or control by the Company with respect to the Plan, and shall not be construed as establishing any fiduciary, agency, trust, or other similar relationship whatsoever between the Company and the Plan Sponsor or between the Company and any Member.

E. Relationship to Members. Nothing herein will be deemed to impose upon the Company any obligation to any Member under the Plan, and Members shall not have any rights hereunder and shall not have any right to bring an action based on this Agreement.

Section 10. Company's Use and Disclosure of Records

A. Confidentiality. The Company shall maintain the confidentiality of Health Information of Members, in accordance with the provisions of the HIPAA Privacy Agreement Attachment.

B. Ownership of Records. Subject to subsection A above, the original files and other records in possession of the Company, regardless of the manner in which such records are kept, will be maintained in accordance with the Company's corporate record retention policy. Copies of such files and records may be made available, upon request and to the extent needed, to the Plan Sponsor.

Section 11. Collection of and Liability for Claim Payments Recoveries Not Including Subrogation and Right of Recovery

A. Payment Recoveries. The Company shall take appropriate steps as it would for its own business under similar circumstances to collect Claim Payment Recoveries. The Company shall not be required to initiate court proceedings to recover a Claim Payment Recovery but is expressly authorized to take all actions to pursue recovery, including retaining counsel, settling and compromising claims, and delegating recovery to a third-party vendor to assist it in its collection efforts. For any Claim Payment Recoveries initially identified by the Company, the Company first attempts to pursue recovery itself. If the Company is unable to recover Claim Payment Recoveries, it may retain a third-party vendor(s) to assist with the recovery. In such instances, the amount to be credited as the returned claim money will be net of any fees charged by such vendor or counsel. The Company's decision to retain a third party vendor(s) to assist with recovery may be based upon the amount of the Claim Payment Recoveries or other factors as determined by the Company. The Company currently retains third-party vendors to assist with recovery for Claim Payment Recoveries that are in excess of specified minimum amounts. That threshold may change from time to time, at the Company's sole discretion. For further information on the Company's current practices, please contact your Company account representative.

B. Hospital Bill Audits. The Company shall perform hospital bill audits. Such audits are limited to inpatient, outpatient, emergency, and provider claims that the Company has identified as meeting its auditing guidelines.

C. Claims in Process. Upon termination of this Agreement for any reason other than the Company's breach, the Company shall continue to be authorized to provide recovery and auditing services with respect to all Claims in process on the termination date. Claims are considered in the process if the Company or its third-party vendor has evaluated, screened, audited or in any way processed it, including all Claims inventoried in Company's claim payment database.

D. Responsibility. The Company will not be responsible for Claim Payment Recoveries that are caused directly or indirectly by the Plan Sponsor, its agents or employees, or providers. The Company retains the sole right to determine whether to seek repayment from the payee.

E. Credits. The Company shall provide credit as returned claim money any refund of an overpayment of Plan monies that it receives from a third party on behalf of a specific Member's account. The Company shall have the right to retain any returned overpayments that are received more than 15 months following the termination of this Agreement.

Section 12. Term and Termination

A. Agreement Term. This Agreement shall be effective on January 1, 2014 (the "Effective Date") and shall continue in force for one year, unless earlier terminated under this Section. This Agreement shall expire at the end of the Initial Term, subject to the right of the Parties to renew the Agreement as set forth herein, in which case, the Agreement shall remain in force until the expiration of the period for which the Agreement was renewed (the "Renewal Term"), unless earlier terminated under this Section.

B. Agreement Renewal. The Company shall submit to the Plan Sponsor, not later than 30 days prior to the expiration of the Initial Term and any Renewal Term, the Company's proposed terms and conditions for the renewal of the Agreement (the "Renewal Proposal").

C. Termination Upon Notice. This Agreement may be terminated:

(1) By the Company upon Amendment of the Plan in a manner deemed unsatisfactory by the Company, and on Notice to the Plan Sponsor, such termination to be effective on the effective date of such Amendment.

(2) By the Company upon Amendment of the Stop Loss Policy between the Company and the Plan Sponsor, which, in the Company's sole determination, makes such Stop Loss Policy's terms no longer compatible with certain unique terms and requirements of this Agreement, and on Notice to the Plan Sponsor, such termination to be effective on the effective date of such Amendment.

D. Immediate Termination. This Agreement shall terminate immediately and without Notice:

(1) at the option of the Company upon termination of the Stop Loss Policy or Stop-Loss Agreement, if any, between the Company and the Plan Sponsor;

(2) upon failure of the Plan Sponsor to comply with any material term or condition of this Agreement, such as but not limited to, failure to:

(a) make the payments as specified in the Section of this Agreement entitled "Payments to the Company."

Suspension of Company's Performance. In lieu of treating this Agreement as being immediately terminated upon the Plan Sponsor's failure to comply with any material or condition of the Agreement as described above, the Company has the right to treat the Agreement as being continued and to immediately suspend the Company's performance of its duties under the Agreement including, but not limited to, the Company's claims processing duties. In exercising such rights, the Company will notify the Plan Sponsor of the Plan Sponsor's failure and request the Plan Sponsor to cure such failure. It is the Plan Sponsor's duty to completely cure its failure within the Company's then prescribed time frame ("performance suspension period" and "cure period"), not to exceed ten days. The Company is not required to resume the performance of any of its duties until after the Plan Sponsor's failure is completely cured. This Agreement shall terminate immediately and without Notice after the expiration of the performance suspension period if the Plan Sponsor fails to completely cure its failure after the end of the applicable cure period.

E. Termination by Law. If any state or other jurisdiction enacts a law that prohibits or effectively prevents the continuance of this Agreement, or the existing law is interpreted to so prohibit or effectively prevent the continuance of this Agreement, the Agreement shall terminate automatically as to such time or jurisdiction on the effective date of such law or interpretation.

F. Effect of Termination.

(1) If, on the date this Agreement terminates, the Plan Sponsor has not made all payments, then due under this Agreement, the Company will have the right to immediately stop providing the Services, including but not limited to processing claims, on the effective date of such termination. In this case, information regarding all outstanding claims which are unpaid (regardless of when the claim was incurred and regardless of when the Company received the claim) or received after such date may be returned by the Company to the Plan Sponsor. In addition, the Plan Sponsor will notify each Member covered under the Plan of such termination.

(2) Upon termination of this Agreement, or upon the termination of individual Employee or Dependent coverages, it is the Plan Sponsor's responsibility to take reasonable steps to prevent further use of the ID cards by any Employee or Dependent post-termination. The Plan Sponsor will be responsible for reimbursing the Company for any claims incurred by the Company for any Employee or Dependent who is no longer covered by the Plan and who uses an ID card prior to the date the Plan Sponsor notifies the Company of such termination.

(3) Except for termination for the Plan Sponsor's failure to meet its Payment Obligations or for the Plan Sponsor's breach of this Agreement, the Company will continue to adjudicate and make payments for claims that are incurred prior to the termination of this Agreement and are submitted for payment consideration within the 12-month period immediately following the termination date of this Agreement.

(4) With respect to claims incurred prior to and not submitted to the Company within 12 months after the termination of this Agreement and claims incurred after the termination of this Agreement, the Company shall not be responsible for processing or payment of any such claims.

Section 14. Compensation to Agents or Brokers

Compensation to an agent or broker is a commission on the stop-loss policy and not a fee. The Plan Sponsor acknowledges that Company may pay reasonable compensation to the agent or broker of record. Any and all agents and brokers are hereby declared to be an agent(s) of the Plan Sponsor and not of the Company. An agent or broker is not a trustee of the Plan, a Plan Administrator, a named fiduciary of the Plan (within the meaning of ERISA Sec. 402(a)(2)), or a fiduciary who is expressly authorized in writing to manage, acquire, or dispose of the assets of the Plan on a discretionary basis. The Plan Sponsor shall notify the Company, in writing, if the Plan Sponsor changes its agent or broker. Changes shall be effective on the first day of the month following thirty (30) days after receipt of the Notice of change.

Section 15. Other Financial Provisions

A. Savings Initiatives.

(1) In its sole discretion, the Company may undertake initiatives in addition to the services described in this Agreement for the purpose of saving additional money for the Plan. Examples of such initiatives might include, but are not limited to, subrogation and right of recovery, provider bill/fee negotiation and discounts on claims from providers outside of the Company's primary network of providers, and COB identification and recovery when performed by a third party vendor.

(2) For purposes of pursuing savings under this provision, the Company may retain third-party vendors.

(3) Company may also arrange for third parties to provide care management services to:

(i) contain the cost of specified health care services/items overall with respect to all plans insured or administered by Alliant Health Plans, Inc., or

(ii) improve adherence to evidence-based guidelines designed to promote patient safety and efficient patient care.

B. Subrogation and Right of Recovery. For purposes of subrogation and right of recovery, the Company will have the sole right to make claims under the Subrogation and Right of Recovery Provision contained in the Plan. In its sole discretion, the Company may litigate, negotiate, settle, compromise, release or waive any such claim. The Plan Sponsor hereby assigns to the Company all of its rights to make, litigate, negotiate, settle, compromise, release or waive any such claim. Claims subject to this subrogation and right of recovery section include, but are not limited to, recovery of medical expenses incurred by a covered person as the result of injuries or illness caused by a third party, recovery of medical expenses incurred by a covered person due to work-related injury or sickness, and recovery of medical expenses through class action lawsuits. Legal expenses will not be used when calculating the individual stop-loss benefits or the aggregate stop-loss benefits, if any, pursuant to the Stop Loss Policy or Stop-Loss Agreement issued by the Company to the Plan Sponsor.

C. Compensation and Financial Arrangements with Third Parties. The Plan Sponsor acknowledges that the fees charged to the Plan Sponsor under this Agreement are calculated on the basis that the Company may receive compensation from third parties with which the Company Agreements or has other arrangements. For example, the Company maintains Agreements with providers such as, but not limited to, hospitals, physician groups, individual physicians, labs, and clinics; and with vendors that assist the Company with certain services, such as, but not limited to, pharmacy benefit management, disease management, claims negotiation and claims audit vendors. Some of the Company's Agreements with providers and vendors provide compensation to the Company in the form of discounts, rebates, allowances, rate differentials, commissions, administrative fees, distribution or marketing fees, incentives, adjustments, settlements, minimum guaranteed payments, or other financial arrangements. Such compensation is for the sole benefit of the Company. **The Company may retain such compensation, regardless of the form or manner in which it is received, to defray expenses of the Company and provide for a profit. Rebates received under pharmacy benefit management arrangements are credited to the Plan and included in the net administrative fee that is charged the Plan.**

Section 16. Resolution of Disputes

Any dispute between the Parties arising from or relating to the performance or interpretation of this Agreement ("Controversy") shall be resolved exclusively pursuant to the following mandatory dispute resolution procedures:

A. The Parties agree to mediate the Controversy in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Mediation ("Mediation"). The mediation shall be conducted in such a city and state as to be determined by the mediator. Each party shall assume its own costs and attorneys' fees. The mediator's compensation and expenses and any administrative fees or costs associated with the mediation proceeding shall be borne equally by the Parties.

B. If the Controversy has not been resolved by mediation, the Controversy shall be settled exclusively by binding arbitration. The arbitration shall be conducted in the same location as noted in Section 16.A. above, in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration. The arbitration shall be binding on the Parties to the Agreement and on any respective affiliates which joined in the arbitration. The arbitrator's decision shall be final, conclusive, and binding, and no action at law or in equity may be instituted by either party other than to enforce the arbitrator's award. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each party shall assume its own costs and attorneys' fees. The arbitrator's compensation and expenses and any administrative fees or costs associated with the arbitration proceeding shall be borne equally by the Parties.

Section 17. General

A. Company's relationship with the Plan Sponsor will be that of an independent contractor, and nothing in this Agreement will be construed as creating the relationship of employer and employee between the Plan Sponsor and officers, employees, or agents of Company. Company's power or authority will extend no further than is expressly stated in this Agreement, and no power or authority will be implied from the granting or denial of powers specifically mentioned herein.

B. Neither party herein will be excused from complying with any of the terms or conditions of this Agreement by any failure of any party upon one or more occasions to seek compliance with such terms or conditions.

C. If during the operation of the Plan, any tax, surcharge, or other government-imposed levees (other than a statutory state or federal income taxes), or any other assessment or premium charge, will be assessed against the Plan or Company and Company is required to pay such tax, Company will report the payment to the Plan Sponsor, and the Plan Sponsor will reimburse Company for the same.

D. Any modification or Amendment of this Agreement must be in writing and duly executed by the parties hereto. The Plan Sponsor may assume that any officer of Company and Company may assume that any officer of the Plan Sponsor is authorized to execute any such modification or Amendment.

E. Company, in performing its obligations under this Agreement, is acting only as an agent of the Plan Sponsor. For the purposes of any applicable federal or state law, the Plan Sponsor will be deemed to be the Administrator of this Plan, unless the Plan Sponsor by the action of its Board of Directors designates an individual or committee to act as Administrator. In no instance is Company deemed to be, or act as, the Plan Sponsor.

F. Neither party shall be bound by any notice, directive, or request unless and until such Notice is received in writing at its office addressed to the attention of the Chief Executive Officer/President. Alliant Health Plans. Inc. 201 W. Waugh Street, Dalton, GA 30720, or for the Plan Sponsor, _____.

G. This Agreement will be construed and enforced according to the laws of the State of Missouri, except to the extent preempted by any applicable federal law covering employer group health plans. It is the intention and Agreement of the Plan Sponsor and Company that nothing in this Agreement conflicts with any state or federal law or governmental regulation thereunder. If through interpretation it is determined that there is a conflict, this Agreement will be amended by incorporation of such law or regulation so as to avoid such conflict.

H. This Agreement or any right or duty hereunder is not assignable, in whole or in part, by either party without the prior written consent of the other party. Any purported assignment in violation of this paragraph shall be null and void.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers duly authorized to do so.

Dated: _____

Company: _____ Alliant Health Plans, Inc.

By: _____ _____

(Printed Name) (Printed Name)

_____ _____

(Signature of Authorized Representative) (Signature of Authorized Representative)

_____ _____

(Official Title) (Official Title)

SERVICES ATTACHMENT

SERVICES TO BE PROVIDED BY THE COMPANY

To be attached to and made a part of the Administrative Services Agreement

Effective: _____

By and between

_____

and

ALLIANT HEALTH PLANS, INC.

The following services will be provided with the administration of the Plan Sponsor's Plan:

Claims Adjudication and Management

- Claim payment utilizing proprietary claims system
- Claims audit and review services
- Claims scrubbing software to help ensure proper coding of claims
- Stop-loss accounting and claims filing
- Provider network access

Clinical Services

- Prior Authorization Management
- Large Claim Case Management
- Transplant Management
- Utilization Review
- Specialized care programs
- Coordination with network entities
- Pharmacy step therapy and prior authorization review
- Pharmacy formulary optimization review and analysis
- Pharmacy utilization programs

Online Services

- Explanation of Benefits (EOB) – current, pending, and history
- Accumulator information
- Order ID cards / temporary ID cards
- Pharmacy locator and low-cost Rx search tool
- PPO directories
- Resource library
- Secure messaging system with customer service representatives

Reporting

- Annual reporting package
- Annual claims and expense projections

Administrative Services

- Toll-free 1-800 number for employees
- Coordination of SPD with Plan Sponsor
- Company ID cards and enrollment forms
- IRS 1099 reports for providers of health care
- Provide Schedule A and C information to prepare 5500, upon request of the Plan Sponsor
- Cash receipts and disbursement accounting
- Guidance in the plan arrangement, funding, reserving
- Technical assistance on ERISA issues
- Grievance and Appeals Administration
- Subrogation services
- Dedicated Account Manager
- Routine scheduled on-site meetings (Annually)
- Ongoing consultation with Plan Sponsor to review program performance and objectives
- Attendance at Benefit Fairs and other related significant events as requested.

PLAN SPONSOR'S PAYMENT OBLIGATIONS ATTACHMENT (LEVEL FUNDING)

To be attached to and made a part of the Administrative Services Agreement

Effective: _____

By and between

_____

and

ALLIANT HEALTH PLANS, INC.

Plan Sponsor shall make the following payments to the Company:

1. Monthly Fees.

A. Stop Loss Policy Premium, Administration, Taxes, and Other Fees. No later than one day prior to the first day of each Agreement Month, Plan Sponsor shall pay Company all obligations under the Stop Loss Policy Attachment, Administration, Taxes, and other fees, as billed by the Company, for Members covered under the Plan during that Agreement Month at the rate outlined below.

B. Broker Fee. No later than one day prior to the first day of each Agreement Month, Plan Sponsor shall pay Company a Monthly Broker Commission on the Stop-Loss policy, as billed by the Company, for Members covered under the Plan during that Agreement Month at the rate outlined below.

C. Run-out claim payment services. Upon termination of Alliant Health Plans, Inc., administration, no additional fees will be charged for run-out payment services through the 24th month of the contract period. If an extension of that time period is requested from the Plan Sponsor payment for such services will be negotiated in good faith between the parties.

2. Amounts to be Held by Company and Required to Fund Plan Sponsor's Plan Liabilities Not Covered under the Stop Loss Policy and Other Expenses.

A. Amounts Required to Fund Plan Sponsor's Maximum Monthly Claim Liability. One day prior to the first day of each Agreement Month, Plan Sponsor shall pay an amount equal to the Plan Sponsor's maximum monthly claim liability for such month (as determined pursuant to the Stop Loss Policy). At any time, Plan Sponsor's cumulative Agreement Year-to-date maximum monthly claim liability payments may be greater than the Plan's cumulative Agreement Year-to-date claim payments. Plan Sponsor agrees that any such excess claims funds will be held by the Company for the Plan Sponsor and used to fund the Plan's claim payments during subsequent Agreement Months. Based on the Stop Loss Policy terms for payment of incurred claims, following the appropriate calendar month after the Anniversary Date of the Policy Year, the Company shall return the Plan Sponsor any excess claims funds with respect to that Policy Year except for such portion of the Surplus as due to the Company for any late fees or payments owed.

At any time, Plan Sponsor's cumulative Agreement Year-to-date maximum monthly claim liability payments may be less than the Plan's cumulative Agreement Year-to-date claim payments. In such an event, the Plan Sponsor hereby requests that Company advance payments as provided in the Stop Loss Policy (without any interest charge) to fund the Plan claim liabilities to the extent of such shortfall. Plan Sponsor authorizes the Company to thereafter apply any reimbursement under the aggregate coverage of the Stop Loss Policy to reimburse the Company for the amount advanced. If no reimbursement is available under the Stop Loss Policy's aggregate coverage, Plan Sponsor authorizes the Company to withdraw the amount advanced by the Company from the then available balance of the Plan Sponsor's maximum monthly claim liability payments held by the Company for Plan Sponsor. In that event, the Plan Sponsor requests that Company make an advance using its own funds (without any interest charge) to pay any additional Plan claims incurred by that Member during the balance of such Agreement Year. Plan Sponsor authorizes the Company to apply thereafter any reimbursement due under Individual Stop Loss coverage of the Stop Loss Policy to reimburse Company for the amount it has advanced.

B. If either party notifies the other of termination of the Agreement, there may be additional amounts required to fund Plan run-out of claims liability based on the terms of the Stop Loss Policy in place. The Company may require the Plan Sponsor to pay an additional projected amount upon notification of the termination of the Company has agreed to contract to handle run-out claims payment services.

C. Amounts Required to Fund Plan Sponsor's Liability for Ex-Gratia Payments. If, at the Plan Sponsor's request, the Company makes payment of expenses that Company determines is not covered under the Plan, Plan Sponsor shall immediately pay Company an amount equal to such payment.
While held by the Company, the payment amounts identified in A and B of this Section 2 may be credited with interest at the Company's then-current short-term interest rates. Plan Sponsor agrees that the Company shall retain all such income earned with respect to such amounts while held by the Company.

EXCESS CLAIMS FUND DISTRIBUTION. A surplus occurs if actual medical costs total less than the expected medical costs throughout the agreement period. The final surplus is determined as part of year-end accounting. The Company performs reconciliation of the Plans claims fund approximately 180 days after the agreement period ends. The Company sends the Plan 80% of the excess and retains 20%. The Company keep this 20% for an additional 6-month time period in the event that new covered claims are received after the termination period. After this 24th month, any remaining excess is returned to the Plan.

Attach copy of Final Funding Quote

STOP-LOSS INSURANCE AGREEMENT

To be completed and made a part of the Administrative Services Agreement

Effective: _____

By and between

_____

and

ALLIANT HEALTH PLANS, INC.

See Final Funding Quote

See Final Funding Quote

It is understood and agreed, as conditions precedent to the approval of this Application, that:	
1	All documentation requested by the Company must be submitted prior to any approval of this Application and must be received by the Company within ninety (90) days of the requested Effective Date.
2	If the Schedule shows disabled persons are not covered, no benefits will be paid under the Contract for expenses Incurred or Paid under the Employee Benefit Plan for a disabled person until: (1) if an employee- they return to active, full-time employment for at least one (1) full working day; or (2) if a dependent or Continuation Beneficiary, he or she can perform the normal functions of a person of like sex and age.
3	Issuance of the Contract is in reliance upon the information provided by the Applicant or its Agent. Should subsequent information become known which, if known prior to issuance of the Contract, would have affected the rates, deductibles, terms, or conditions for coverage, the Company will have the right to revise the rates, deductibles, terms, or conditions as of the Effective Date of issuance, by providing written notice to the Insured.
4	The Contract, if issued, may be void, if whether before or after a claim or loss, any material fact or circumstance was concealed or misrepresented on behalf of the Applicant or if the Applicant or its Agent committed fraud.
5	Receipt of stop-loss premium and deposits in connection with the Application shall not constitute an acceptance of liability. In the event that Alliant Health Plans, Inc., disapproves this Application, its sole obligation shall be to refund such sum to the Applicant.
6	If a Contract is issued and later rescinded, the sum of all benefits paid will be deducted from the sum of all premiums paid. If the result is positive, such an amount will be paid by the Company to the Applicant. If the result is negative, such an amount will be paid by the Applicant to the Company.
7	The initial stop-loss premium will be paid on or before the Effective Date, and subsequent premiums are due no later than the first day of each calendar month during the Contract Period.
8	Applicant acknowledges that the Contract which is the subject of this Application is a reimbursement Contract. Applicants must first pay claims before submitting them for reimbursement.
9	Oral Statements not expressly incorporated herein are not part of this Contract. Only the President or Executive Officer of the Company may make changes to the Contract Form or Addenda on behalf of the Company. All changes to this Contract must be in writing and attached to this Contract.
10	NEITHER THIS APPLICATION NOR THE TERMS OF THIS APPLICATION MAY BE ALTERED.

In making this Application, the Applicant represents that, to the best of its knowledge and belief, such information accurately reflects the true facts and that the undersigned has authority to bind the Applicant to the proposed Contract. Accordingly, this Application will be a part of the Contract if accepted by the Company or its authorized representative.

Signature of Authorized Officer:	Printed Name of Authorized Officer:	Date Signed:

Acceptance

Accepted on behalf of the Company, this _____ day of _____ , 2_____.

By:

Title:

Contract No.: Effective Date:

HIPAA PRIVACY ATTACHMENT

To be attached to and made a part of the Administrative Services Agreement

Effective: _____

By and between

_____

and

ALLIANT HEALTH PLANS, INC.

ALLIANT HEALTH PLANS, INC. NOTICE OF PRIVACY PRACTICES

This notice describes how medical information about you may be used and disclosed and how you can get access to this information. Please review it carefully.

Alliant Health Plans, Inc. is a provider of insurance services, which requires compiling personal and sometimes sensitive information. Alliant Health Plans, Inc. takes seriously a commitment to protecting the confidentiality and security of information collected about individuals. We respect the confidentiality of your health information and will protect your information in a responsible and professional matter. We are required by law to maintain the privacy of your health information, to send you this Notice, and abide by the terms of the Notice currently in effect, and notify you if there is a breach in the privacy or security of your health information.

This Notice explains how we use information about you and when we can share that information with others. It also informs you about your rights with respect to your health information and how you can exercise these rights.

If you have any questions about this Notice or about how we use or share information, please contact the HIPAA Official of Alliant Health Plans, Inc, at 1-877-668-1015. Business hours are Monday through Friday from 9:00 a.m. to 5:00 p.m. or our Regulatory Compliance Department at Alliant Health Plans, Inc., 201 W. Waugh Street, Dalton, GA 30720.

If you believe your privacy rights have been violated, you may file a complaint with us by contacting our Regulatory Compliance Department at Alliant Health Plans, Inc., 201 W. Waugh Street, Dalton, GA 30720.

You may also notify the Secretary of the U.S. Department of Health and Human Services of your complaint.

We will not take any action against you for filing a complaint.

Any additional questions regarding this policy may be addressed to us at:

Privacy Policy, Alliant Health Plans, Inc.,
201 W. Waugh Street, Dalton, GA 30720.

YOUR RIGHTS

You have the right to:

- Get a copy of your health and claims records
- Correct your health and claims records
- Request confidential communication
- Ask us to limit the information we share
- Get a list of those with whom we've shared your information
- Ask us to restrict how we use or disclose your information for treatment, payment, or health care operations
- Get a copy of this privacy notice
- Choose someone to act for you
- File a complaint if you believe your privacy rights have been violated.

YOUR CHOICES

You have some choices in the way that we use and share information as we:

- Answer coverage questions from your family and friends
- Provide disaster relief
- Market our services and sell your information.

OUR USES AND DISCLOSURES

We may use and share your information as we:

- Help manage the health care treatment you receive
- Run our organization
- Pay for your health services
- Administer your health plan
- Help with public health and safety issues
- Do research
- Comply with the law
- Respond to organ and tissue donation requests and work with a medical examiner or funeral director
- Address workers' compensation, law enforcement, and other government requests
- Respond to lawsuits and legal actions
- To assist in fundraising activities within our health care operations.

YOUR RIGHTS

When it comes to your health information, you have certain rights. This Section explains your rights and some of our responsibilities to help you.

Get a copy of health and claims records

- You can ask to see or get a copy of your health and claims records and other health information we have about you. Ask us how to do this.
- We will provide a copy or a summary of your health and claims records, usually within 30 days of your request. We may charge a reasonable, cost-based fee.

Ask us to correct health and claims records

- You can ask us to correct your health and claims records if you think they are incorrect or incomplete. Ask us how to do this.
- We may say "no" to your request, but we'll tell you why in writing within 60 days.

Request confidential communications

- You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address.
- We will consider all reasonable requests and must say "yes" if you tell us you would be in danger if we do not.

Ask us to limit what we use or share

- You can ask us not to use or share certain health information for treatment, payment, or our operations.
- We are not required to agree to your request, and we may say "no" if it would affect your care.

Get a list of those with whom we've shared information

- You can ask for a list (accounting) of the times we've shared your health information for six years prior to the date you ask, whom we shared it with, and why.
- We will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (such as any you asked us to make). We'll provide one accounting a year for free but will charge a reasonable, cost- based fee if you ask for another one within 12 months.

Get a copy of this privacy notice

- You can ask for a paper copy of this Notice at any time, even if you have agreed to receive the Notice electronically. We will provide you with a paper copy promptly.

Choose someone to act for you

- If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information.
- We will make sure the person has this authority and can act for you before we take any action.

File a complaint if you feel your rights are violated

- You can complain if you feel we have violated your rights by contacting us using the information on page 1.
- You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting www.hhs.gov/ocr/privacy/hipaa/complaints/.
- We will not retaliate against you for filing a complaint.

YOUR CHOICES

For certain health information, you can tell us your choices about what we share. If you have a clear preference for how we share your information in the situations described below, talk to us. Tell us what you want us to do, and we will follow your instructions.

In these cases, you have both the right and choice to tell us to:

- Share information with your family, close friends, or others involved in payment for your care
- Share information in a disaster relief situation.

If you are not able to tell us your preference, for example, if you are unconscious, we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety.

In these cases, we never share your information unless you give us written permission:

- Marketing purposes
- Sale of your information.

OUR USES AND DISCLOSURES

How do we typically use or share your health information? We typically use or share your health information in the following ways.

Help manage the health care treatment you receive

- We can use your health information and share it with professionals who are treating you.

Example: A doctor sends us information about your diagnosis and treatment plan so we can arrange additional services.

Run our organization

- We can use and disclose your information to run our organization and contact you when necessary.
- We are not allowed to use genetic information to decide whether we will give you coverage and the price of that coverage. This does not apply to long-term care plans.

Example: We use health information about you to develop better services for you.

Pay for your health services

- We can use and disclose your health information as we pay for your health services.

Example: We share information about you with your dental plan to coordinate payment for your dental work.

Administer your Plan

- We may disclose your health information to your health plan sponsor for plan administration.

Example: Your Company contracts with us to provide a health plan, and we provide your Company with certain statistics to explain the premiums we charge.

How else can we use or share your health information?

- We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research. We have to meet many conditions in the law before we can share your information for these purposes.
- For more information, see www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html.

Help with public health and safety issues

We can share health information about you for certain situations such as:

- Preventing disease
- Helping with product recalls
- Reporting adverse reactions to medications
- Reporting suspected abuse, neglect, or domestic violence
- Preventing or reducing a serious threat to anyone's health or safety.

Do research

- We can use or share your information for health research.

Comply with the law

- We will share information about you if state or federal laws require it, including with the Department of Health and Human Services if it wants to see that we're complying with federal privacy law.
- We may report information to state agencies that regulate us, such as the Georgia Department of Insurance.

Respond to organ and tissue donation requests and work with a medical examiner or funeral director

- We can share health information about you with organ procurement organizations.
- We can share health information with a coroner, medical examiner, or funeral director when an individual dies.

Address workers' compensation, law enforcement, and other government requests

We can use or share health information about you:

- For workers' compensation claims
- For law enforcement purposes or with a law enforcement official
- With health oversight agencies for activities authorized by law
- For special government functions such as military, national security, and presidential protective services.

Respond to lawsuits and legal actions

- We can share health information about you in response to a court or administrative order or in response to a subpoena.

Assist in fundraising activities

We can use or share health information for purposes of fundraising activities within these guidelines:

- The information used or disclosed must be limited to demographic information related to you and the dates of health care provided to you.
- If we are not preparing the fundraising within our organization, the information can only be disclosed to a business associate or an institutionally related foundation.
- Any fundraising materials must include a description of how you can opt out of future fundraising communications.
- Your PHI will not be used for fundraising activities unless you provide authorization for the fundraising activity.
- Upon authorization of your use of PHI in a fundraising activity, we will provide instructions on how you may opt out of future fundraising communications or revoke the authorization relating to these activities.
- We will maintain a log of all individuals who have revoked fundraising authorizations or opted out of receiving future communications.
- We must make reasonable efforts to ensure that you do not receive further fundraising materials if you have revoked your authorization or exercised your opt-out rights.

OUR RESPONSIBILITIES

- We are required by law to maintain the privacy and security of your protected health information.
- We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
- We must follow the duties and privacy practices described in this Notice and give you a copy of it.
- We will not use or share your information other than as described here unless you tell us, in writing, that we may. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind. Once you give us the authorization to release your health information, we cannot guarantee that the person to whom the information is provided will not disclose the information.

For more information, see www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html.

CHANGES TO THE TERMS OF THIS NOTICE

We can change the terms of this Notice, and the changes will apply to all information we have about you. The new Notice will be available upon request on our website, and we will mail a copy to you.

This Notice is effective: March 2021

STOP-LOSS AGREEMENT ATTACHMENT

To be attached and made a part of the Administrative Services Agreement

Effective: _____

By and between

_____

and

ALLIANT HEALTH PLANS, INC.

PLAN SPONSOR SPECIFIC ADMINISTRATION ATTACHMENT

To be attached and made a part of the Administrative Services Agreement

Effective: _____

By and between

_____

and

ALLIANT HEALTH PLANS, INC.

The Plan Sponsor's Eligibility, Participation, and Contributions Requirement are as follows:

1. Number of Hours Required to be Eligible for Coverage _____

2. Total Number of Eligible Employees _____

3. Total Number of Enrolled Employees _____

4. Classes of Eligible Employees

- All employees meeting the eligible hourly requirement _____
- Non-traditional employees to be eligible (mark all that apply):
  - Owner ☐
  - Independent Contractors ☐
  - Union ☐
  - Other (Please Specify:) _____

5. Contribution (Employer's %)

- Employee _____
- Dependent _____

6. Effective Date After Waiting Period Satisfaction

First of the Month Following:

- Date of Hire ☐
- 30 Days ☐
- 60 Days ☐

NOTE: Coverage for terminating Employees will end the first service date following the date notification is received provided notification is received by Company within 31 days of the coverage termination date.

OR

Date of Eligibility:

- Date of Hire ☐
- 30 Days ☐
- 60 Days ☐

NOTE: Coverage for terminating Employees will end the date of employment termination, unless otherwise agreed to, provided notification is received by Company within 31 days of the coverage of termination date.

Is the waiting period above waived for initial enrollees? ☐ Yes or ☐ No