Steve Sisolak
Governor

Richard Whitley, MS
Director

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC AND BEHAVIORAL HEALTH

Helping people. It's who we are and what we do.

Lisa Sherych
Administrator

Ihsan Azzam, Ph.D., M.D.
Chief Medical Officer

MEMORANDUM

DATE: February 22, 2022

TO: Jon Pennell, DVM, Chair, State Board of Health

FROM: Cody L. Phinney, Deputy Administrator, Division of Public and Behavioral Health

RE: Aetna-Utah application to expand to Nevada

Division of Public and Behavioral Health (DPBH) staff have reviewed the application from Aetna-Utah as required in NAC 695(C).125. The applicant has provided documentation of the provider network they will use to provide such services. Division staff finds adequate evidence in the application to support an opinion that the applicant has adequate arrangements to provide health care. Further, the applicant has demonstrated a willingness to comply with Nevada law, regulation and will provide adequate information and statistical reports as may be required by the State Board of Health.

Division staff recommends that the State Board of Health accept this application. Further assessment of this information will be conducted by the Network Adequacy Committee. The Division of Insurance (DOI) will continue to process that application and determine the issuance of the certificate.

DOI staff report that NAC 695(C).125 will be updated to remove reference to DPBH and codify the role of the Network Adequacy Committee, in administrative code as it is in statute therefore, eliminating this review for future applications.

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January 10, 2022

Via Certified Mail and E-Mail to: stateBOH@health.nv.gov

Nevada State Board of Health
Division of Public and Behavioral Health
4150 Technology Way, Suite 300
Carson City, NV 89706

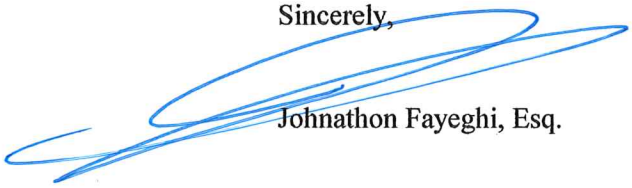
Re: Aetna Health of Utah Inc. (NAIC #95407; Nevada ID #17528)
Request for Expansion of Geographic Area of Service and
Notice of Proposed Modification to Plan of Operations

To Whom it May Concern:

We are local counsel to Aetna Health of Utah Inc. ("Aetna-Utah"), a Nevada-licensed and Utah-domiciled HMO. On or about June 3, 2021, Aetna-Utah submitted its Request for Expansion of Geographic Area of Service and Notice of Proposed Modification to Plan of Operations (the "Request for Expansion") to the Nevada Division of Insurance. A true and correct copy of the Request for Expansion is attached hereto as **Exhibit A**. Please allow this correspondence to serve as Aetna-Utah's submission of the Request for Expansion to the Nevada State Board of Health for review in compliance with NAC 695C.165(2).

Thank you very much for your assistance. If you have any questions, please feel free to contact the undersigned attorney.

Sincerely,



Johnathon Fayeghi, Esq.

Exhibit A

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June 3, 2021

Via Certified Mail and E-Mail to: finances@doi.nv.gov

Laura O'Connor
Department of Business & Industry
Nevada Division of Insurance
1818 E. College Pkwy, Suite 103
Carson City, NV 89706

Re: Aetna Health of Utah Inc. (NAIC #95407; Nevada ID #17528)
Request for Expansion of Geographic Area of Service and
Notice of Proposed Modification to Plan of Operations

Dear Ms. O'Connor:

We are local counsel to Aetna Health of Utah Inc. ("Aetna-Utah"), a Nevada-licensed and Utah-domiciled HMO. Please allow this correspondence and the exhibits attached hereto to serve as Aetna-Utah's request for approval from the Nevada Division of Insurance (the "Division"): (i) to expand its geographic area of service to include fourteen additional ZIP codes in Washoe County, so as to encompass *all* of that county; and (ii) to modify its plan of operations, such that Aetna-Utah may offer coverage, effective January 1, 2022, under the below-described qualified health plans ("QHPs") and Medicaid managed-care products.

I. SUMMARY OF AETNA-UTAH'S PROPOSED EXPANSION

Aetna and its parent company, CVS Health, support the State's healthcare goals of improving access, ensuring quality, and providing affordability for its residents. To that end, Aetna-Utah is pursuing two exciting opportunities in Nevada, both of which involve HMO products that would provide coverage to individuals effective January 1, 2022.

First, Aetna-Utah has applied for State approval to offer QHPs on the Silver State Health Individual Exchange ("SSHIX"). If approved, Aetna-Utah would offer those plans both on and off the SSHIX, using the brand/fictious firm name "Aetna CVS Health." As required, Aetna-Utah has provided detailed information about its proposed QHPs as part of its separate QHP application and binder submission (the "QHP Application/Binder"), which Aetna-Utah filed with the Division via SERFF before the June 2 deadline.[1] As described below, Aetna-Utah seeks to expand its geographical service area to add fourteen ZIP codes in Washoe County..

1 To avoid unnecessary repetition across these separate submissions, Aetna-Utah will merely summarize certain information that is set forth in further detail in the QHP Application/Binder, which was filed as AETN-NV22-125109998, along with AETN-132789446 (form filing) and AETN-132850413 (rate filing). Aetna-Utah hereby incorporates these separate submissions herein.

Please note that in the spring of 2013, Aetna-Utah (then known as "Altius Health Plans, Inc.") submitted a similar request to the Division in connection with its then-anticipated entry into the QHP/SSHIX market in Clark and Nye Counties. The Division approved Aetna-Utah's request and issued an Amended Certificate of Authority on July 18, 2013. (Aetna-Utah's 2013 letters to the Division, along with the 2013 Certificate of Authority, are attached as Exhibit 1.) Although Aetna-Utah later decided not to enter the QHP/SSHIX market at that time, the scope of the 2013 Certificate of Authority remains in place today, as the only subsequent amendment to Aetna-Utah's Certificate of Authority was the change of its name.[2]

Second, Aetna-Utah has submitted a bid in response to the State's Request for Proposal No. 40DHHS-S1457 (the "Medicaid RFP"), pursuant to which Aetna-Utah—under the brand/fictious firm name "Aetna Better Health of Nevada" and/or "Aetna Better Health"—seeks a contract to provide managed-Medicaid services in support of the State's Medicaid and CHIP programs.[3]

II. REQUEST FOR EXPANSION OF GEOGRAPHIC AREA OF SERVICE

In accordance with NAC 695C.165, Aetna-Utah provides the following information in support of its request to expand its geographic area of service to add fourteen ZIP codes in Washoe County.

A. Written Description of the Area that Aetna-Utah Proposes to Serve

Under its current Certificate of Authority (attached as Exhibit 2), Aetna-Utah has an approved service area representing about 90% of the ZIP codes in the State.

QHP Service Area: With respect to the QHPs that Aetna-Utah seeks to offer on and off the SSHIX, Aetna-Utah's service area will be the entirety of Clark, Nye, and Washoe Counties. Aetna-Utah is already approved in all ZIP codes in Clark and Nye Counties, and is approved in all but fourteen ZIP codes in Washoe County. ***As such, Aetna-Utah seeks to expand its service area to include those remaining fourteen Washoe County ZIP codes—namely, 89405, 89412, 89424, 89434, 89435, 89441, 89506, 89508, 89510, 89511, 89521, 89523, 89533, and 89599.*** We understand that each of those fourteen ZIP codes is classified as "rural."

Medicaid/CHIP Service Area: With respect to the Medicaid/CHIP programs, the Medicaid RFP states that Aetna-Utah's service area would be "*urban* Clark and Washoe Counties" (emphasis added). The Medicaid RFP furthermore states that "'urban area' means not rural or frontier and it is determined by ZIP code," and that "[b]oth Washoe and Clark County have urban and rural areas." Because Aetna-Utah's approved service area already includes *all* of Clark County and *all urban* portions of Washoe County, no expansion is required for the Medicaid/CHIP programs.[4]

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2 Aetna-Utah's prior name is reflected in the original Certificate of Authority that the Division issued on November 28, 2006. Effective September 1, 2014, Aetna-Utah changed its legal name to the current "Aetna Health of Utah Inc."

3 The State has posted the Medicaid RFP at https://nevadaepro.com/bso/external/bidDetail.sdo?bidId=40DHHS-S1457&parentUrl=activeBids.

4 Although the body of the Medicaid RFP states that the Medicaid/CHIP service area is strictly limited to "urban" areas of Clark and Washoe Counties, an attachment to the Medicaid RFP nevertheless includes, in the Medicaid/CHIP service area, a set of ZIP codes that we understand the Division considers as "rural." The Medicaid RFP's attachment is marked as "Not Peer Reviewed," so Aetna-Utah suspects that the final list of ZIP codes under the Medicaid RFP's

B. List of Providers Offering Comprehensive Health Care Services to Aetna-Utah's Enrollees

As part of the QHP Application/Binder, Aetna-Utah submitted to the Division the required network-adequacy and access documentation, including a completed Plan Year 2022 CMS ECP/Network Adequacy Template (the "PY2022 Template"). For the Division's convenience, a separate (but identical) copy of the PY2022 Template is attached to this submission as Exhibit 3. The PY2022 Template lists the providers, facilities, and pharmacies in Aetna-Utah's network that will be available to provide comprehensive healthcare services to potential enrollees—not only in the fourteen expansion ZIP codes in Washoe County, but also in the currently approved ZIP codes.

C. Copy of the Contract(s) with Those Providers

As required, Aetna-Utah and its Nevada-licensed affiliates have timely filed their provider-contract templates with the Division for review. Aetna-Utah's current provider-contract templates are the subject of SERFF Tracking No. AETN-132805460, a copy of which is attached as Exhibit 4. Note that these templates mirror those of Aetna-Utah's Nevada-licensed affiliate Aetna Health Inc. (Nevada ID #106276; NAIC #95109), which were filed via SERFF Tracking No. AETN-132819453. In the interest of full disclosure, some of the contracts with the providers/facilities listed in the PY2022 Template were developed using prior versions of Aetna's provider-contract templates, but these templates were also filed with the Division.[5]

D. Statement Describing the Effect of the Expansion on Aetna-Utah's Operation/ Financial Position and Certifying that Aetna-Utah Is Financially Able to Expand

Aetna-Utah's proposed expansion of its geographic area of service to add fourteen ZIP codes in Washoe County will not have a material impact on its operation or financial position. Aetna-Utah is a wholly owned subsidiary of Aetna Inc., which is one of the nation's leading diversified healthcare-benefits companies. Aetna Inc., in turn, is a wholly owned subsidiary of CVS Health Corporation, a Fortune 5 health-services company that reported $268.7 billion in revenue in 2020 and that serves an estimated 34 million people through its health-insurance and managed-care products and related services.[6]

As of year-end 2020, Aetna-Utah had over 21,000 members in the various states where it is licensed as an HMO, and reported $5,226,462 in net income on $157,316,474 in total revenue. Aetna-Utah's risk-based capital (RBC) as of year-end 2020 was an actual RBC of $43,434,653, which was nearly 1100% of the calculated Authorized Control Level of $3,960,657. Aetna-Utah currently has an A rating with AM Best and a

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service area will be reconciled to remove any "rural" ZIP codes. Regardless, this discrepancy is immaterial to this submission because Aetna-Utah seeks to extend its approved service area to include the entirety of Washoe County.

5 Depending on the contract's date of execution, the corresponding provider-contract template may be one of the following filed by affiliate Aetna Health Inc.: AETN-132576650 (2020); AETN-131472141 (2018); AETN-131472122 (2018); AETN-131144921 (2017); AETN-130068271 (2015); AETN-129408266 (2014); AETN-129408282 (2014); or AETN-128584684 (2012). Under these contracts, Aetna-Utah may access the provider's services as an affiliate.

6 A copy of CVS Health Corporation's 2020 SEC Form 10-K, dated February 16, 2021, is available at https://investors.cvshealth.com/investors/financial-information/annual-reports-archive/default.aspx and at https://www.sec.gov/Archives/edgar/data/64803/000006480321000011/0000064803-21-000011-index.htm.

stable outlook.[7] With the combined financial strength of Aetna-Utah and that of its intermediate and ultimate parent companies, Aetna Inc. and CVS Health Corporation, respectively, Aetna-Utah certifies that it has the financial strength and ability to add the fourteen expansion ZIP codes in Washoe County to its approved service area.

In support of the foregoing statements/certification, Aetna-Utah attaches its most recent Health Quarterly Statement (Q1 of 2021) as Exhibit 5, and attaches its most recent Health Annual Statement and audited Financial Statements (both for year-end 2020) as Exhibit 6.

E. Marketing Method and Projected Number of Enrollees from New Area

Marketing/sales in the fourteen ZIP codes in Washoe County will be performed through Aetna-Utah's established network of Nevada brokers, and through online sales with e-vendors on the SSHIX (pending approval of the QHP Application/Binder, of course). Aetna-Utah's projected QHP enrollment during 2022 (from plans sold on and off the SSHIX) is approximately 1,000 members in the *entirety* of Washoe County. Because the fourteen expansion ZIP codes represent about 36% of the county's overall population, Aetna-Utah anticipates about 360 QHP members from this new geographic area.

F. Proof that Aetna-Utah Has Notified its Insurers of the Proposed Changes

Fidelity Coverage: Aetna-Utah's fidelity coverage is issued on a blanket basis and covers Aetna Inc. and its subsidiaries, including Aetna-Utah. Aetna-Utah is not required to notify its fidelity insurer of Aetna-Utah's proposed expansion. A copy of the current Certificate of Liability Insurance for Aetna-Utah's fidelity coverage is attached as Exhibit 7.

Surety Bond: Aetna-Utah has notified its surety company of the proposed expansion, and has confirmed that no formal modification or rider to the bond is necessary. Attached as Exhibit 8 is a copy of the original surety bond and a corresponding Continuation Certificate confirming that the bond remains in place.

G. The Fee for Amending Aetna-Utah's Certificate of Authority

Aetna-Utah is contemporaneously remitting to the Division the required fee for this request to expand Aetna-Utah's geographic area of service.

III. PROPOSED MODIFICATION TO PLAN OF OPERATIONS & RELATED DOCUMENTS

In addition to Aetna-Utah's proposed expansion of its geographic area of service, Aetna-Utah also requests approval of certain modifications to its plan of operations, such that Aetna-Utah may offer coverage, effective January 1, 2022, (a) under QHPs to be sold on and off the SSHIX (as further described in the QHP Application/Binder) and (b) under the Medicaid/CHIP managed-care products described in the Medicaid RFP. As noted above, in 2013 Aetna-Utah submitted a comparable request related to potential QHP/SSHIX products in Clark and Nye Counties, and the Division approved that request and issued an amended Certificate of Authority.

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7 See https://www.nasdaq.com/press-release/am-best-affirms-credit-ratings-of-cvs-health-corporations-aetna-subsidiaries-2020-12.

The Division has advised Aetna-Utah that it does not need to submit a UCAA Uniform Certificate of Authority Corporate Amendment Application, but instead may submit this letter with supporting narratives and documents. In support of its proposed modification and in accordance with NRS 695C.140 and NAC 695C.130(5), Aetna-Utah provides the following information.

A. Aetna-Utah's Basic Organizational Document & Bylaws (NRS 695C.070(1)–(2))

Attached are Aetna-Utah's current: (a) Fourth Articles of Amendment and Restatement of the Articles of Incorporation, effective September 1, 2014, as Exhibit 9; and (b) Third Amended and Restated Bylaws, effective September 1, 2014, as Exhibit 10.

B. Aetna-Utah's Directors and Officers (NRS 695C.070(3))

A list of the current directors and officers of Aetna-Utah, and their respective official positions, is attached as Exhibit 11. All directors and officers may be contacted at Aetna-Utah's statutory and administrative home office at 10150 S. Centennial Parkway, Sandy, UT 84070.

C. Aetna-Utah's Contracts with Providers and Other Persons (NRS 695C.070(4))

As noted above, a copy of Aetna-Utah's current provider-contract templates are contained in Exhibit 4. Aetna-Utah does not anticipate entering into contracts with any of its directors or officers.

D. Aetna-Utah's Surety Bond and Fidelity Coverage (NAC 695C.120(2)–(3))

As noted above, a copy of Aetna-Utah's Certificate of Liability Insurance for Aetna-Utah's current fidelity coverage is attached as Exhibit 7, and a copy of Aetna-Utah's surety bond and corresponding Certificate of Liability Insurance is attached as Exhibit 8.

E. Description of Aetna-Utah, its Plans, and Location/Type of Providers (NRS 695C.070(5))

Aetna-Utah is a Utah-domiciled corporation that is a wholly owned direct subsidiary of Aetna Health Holdings, LLC, whose immediate parent company is Aetna Inc. and whose ultimate parent company is the publicly traded CVS Health Corporation. Aetna-Utah holds HMO certificates of authority in the states of Idaho, Nevada, Utah, and Wyoming. In connection with the plans that Aetna-Utah currently offers in Idaho, Utah, and Wyoming, Aetna-Utah arranges healthcare services principally for predetermined, prepaid periodic fees (*e.g.*, premiums or administrative-services fees) to enrolled subscriber groups (*e.g.*, plan sponsors) or to governmental programs through independent healthcare provider organizations under contract. In addition, Aetna-Utah offers other risk- and fee-based managed-care products, including point-of-service products, Medicare Advantage products, and the Federal Employees Health Benefit Plan.

If the QHP Application/Binder is approved, Aetna-Utah will offer a variety of Bronze, Silver, and Gold QHP options on and off the SSHIX. Those QHPs and their associated plan designs are described more fully in the QHP Application/Binder and, for the sake of brevity, Aetna-Utah does not repeat those details here.

If the State awards Aetna-Utah a contract under the Medicaid RFP, Aetna-Utah would provide risk-based capitated MCO services in support of the State's Medicaid/CHIP programs. The State administers the Medicaid/CHIP programs in accordance with applicable State and federal law, and enters into contracts with MCOs that, in turn, arrange for the provision of covered medically necessary services to eligible enrollees in exchange for an established risk-based capitation rate (typically calculated and paid on a per-member, per-month—or PMPM—basis). A managed-Medicaid MCO that is under contract with the State must cover the medical benefits required under the Medicaid/CHIP State Plan for all individuals who are enrolled in that MCO, and must also provide certain additional benefits, such as member services and care management. In FY 2019, the State's monthly Medicaid enrollment in managed care was approximately 480,000 individuals.

Aetna-Utah will establish a local Nevada office from which it will run its day-to-day operations. The exact location of that office has not been determined, but Aetna-Utah notes that its affiliates already maintain an office at 1140 N. Town Center Dr., Las Vegas, NV 89144.

With respect to the location of facilities at which healthcare services will be available to Aetna-Utah's enrollees, as well as the type of healthcare personnel that will provide those services, Aetna-Utah affirms that it will maintain a broad network of licensed and credentialed providers, including hospitals, physicians, and ancillary providers, to support the provision of services to enrollees Clark, Nye, and Washoe Counties. The PY2022 Template, described above and attached as Exhibit 3, lists the providers that will be available to provide those services.

F. Form of Evidence of Coverage to Be Issued to Enrollees (NRS 695C.070(6))

With respect to the QHPs that Aetna-Utah seeks to offer on and off the SSHIX, Aetna-Utah submitted to the Division all required forms—including the Evidences of Coverage (EOCs)—as part of the QHP Application/Binder. Given the voluminous nature of those EOCs, and in order to avoid unnecessary repetition, Aetna-Utah respectfully directs the Division to the QHP Application/Binder and does not attach those EOCs here.

With respect to the Medicaid/CHIP programs, traditionally a managed-Medicaid HMO does not issue EOCs to its enrollees, as the enrollees' benefits are defined by the State's CMS-approved Medicaid plan and by the contract between the State and its HMO. In fact, Section 7.1.10 of the Medicaid RFP expressly prohibits HMOs from issuing EOCs to enrollees:

> 7.1.10. The Contractor must not issue any insurance certificate or evidence of insurance to any Medicaid or Nevada Check Up [*i.e.*, CHIP] Member. Any insurance duty must be construed to flow to the benefit of the State and not to the Medicaid or Nevada Check Up Member.

G. Form of Group Contract to Be Issued to Employers, Etc. (NRS 695C.070(7))

Not applicable, as Aetna-Utah will not be offering any small or large group benefit plans under its Nevada Certificate of Authority.[8] Aetna-Utah will only offer *individual* QHPs on and off the SSHIX, and individual

8 Note that Aetna-Utah issues, and will continue to issue, certain group-benefit plans under its separate HMO/managed-care certificates of authority issued by the states of Idaho, Utah, and Wyoming.

Medicaid/CHIP managed-care products as described in the Medicaid RFP, under its Nevada Certificate of Authority.

H. Aetna-Utah's Certified Financial Statements (NRS 695C.070(8))

As noted above, a copy of Aetna-Utah's most recent Health Quarterly Statement (Q1 2021) is attached as Exhibit 5, and copies of its most recent Health Annual Statement and audited Financial Statements (both for year-end 2020) are attached as Exhibit 6.

I. Aetna-Utah's Marketing Plan & Financial Plan/Projections (NRS 695C.070(9))

Marketing Plan: As noted above, Aetna-Utah will market and sell its QHP/SSHIX products through its established network of Nevada brokers, and through online sales with e-vendors on the SSHIX. With respect to any Medicaid/CHIP managed-care products, marketing activities are restricted to a set of limited methods that are permitted under federal law and under the managed-Medicaid contract with the State, and even in that case all marketing materials must be reviewed and approved by the State's Medicaid agency.

Financial Plan/Projections: As Aetna-Utah has previously reported to other departments of insurance, including the Utah Insurance Department, Aetna-Utah operates as a subsidiary company under Aetna Inc.'s organizational structure and falls under the local-market-management area of Aetna's business. Aetna has developed an interlocking strategic plan for its subsidiary companies that is consistent with senior management's strategy for moving the entire holding-company group forward as a diversified national managed-healthcare system. As a result, there is no business plan or financial projection that is specific to Aetna-Utah. Instead, all business planning and strategy, including financial projections, is done for Aetna's Northwest/Mountain market, which more broadly encompasses Aetna's operations in the states of Alaska, Idaho, Montana, Nevada, Oregon, Utah, Washington, and Wyoming. The Northwest/Mountain market's management then reviews overall financial performance against market projections on a monthly basis.

With this explanation in mind, Aetna has prepared pro forma projections that estimate the financial impact that each new set of products—namely, the QHP/SSHIX products and Medicaid/CHIP managed-care products—will add to Aetna-Utah's operating results. The QHP/SSHIX-product projections are attached as Exhibit 12, and the Medicaid/CHIP-product projections are attached as Exhibit 13.[9]

J. Aetna-Utah's Power of Attorney Regarding Service of Process (NRS 695C.070(10))

A copy of the original power of attorney that Aetna-Utah executed to appoint the Commissioner and her authorized deputies as agent for service of process is attached as Exhibit 14.

9 Aetna-Utah has labeled these projections as confidential trade secrets that are exempt from disclosure/release under the Nevada Public Records Act, NRS 239.001 *et seq.*

K. Geographic Area to Be Served (NRS 695C.070(11))

As noted above, with respect to the QHPs that Aetna-Utah seeks to offer on and off the SSHIX, Aetna-Utah's service area will be the entirety of Clark, Nye, and Washoe Counties. With respect to the Medicaid/CHIP programs, Aetna-Utah's service area, as stated in the Medicaid RFP, will be "*urban* Clark and Washoe Counties."

L. Description of Various Procedures/Mechanisms (NRS 695C.070(12)–(14))

Aetna-Utah will maintain appropriate procedures and mechanisms as described in and required by NRS 695C.070(12)–(14). Aetna-Utah notes that its Nevada-licensed affiliate, Aetna Health Inc. (Nevada ID #106276; NAIC #95109), currently offers a variety of HMO products in Nevada (and has done so since 2009, when it received its Certificate of Authority), and consequently maintains NRS 695C.070-compliant procedures and mechanisms in connection with its products. As an HMO within the Aetna family of companies, Aetna-Utah will use procedures/mechanisms that are substantively identical to those that its affiliate Aetna Health Inc. uses for Nevada enrollees. If Aetna-Utah later implements procedures/mechanisms that materially differ from those of Aetna Health Inc., then Aetna-Utah will timely notify the Division.

IV. SATISFACTION OF APPLICATION UNDER NRS 687B.490(1)

To the extent necessary and applicable, Aetna-Utah respectfully requests that the Division accept this submission, together with the separate QHP Application/Binder submission, in satisfaction of the required application under NRS 687B.490(1) for the issuance of a network plan in the individual market.

V. REQUESTED NAMES ON AETNA-UTAH'S NEW CERTIFICATE OF AUTHORITY

As noted above, Aetna-Utah intends to use the brand/fictious firm names: (1) "Aetna CVS Health" for the QHPs that it offers on and off the SSHIX; and (2) "Aetna Better Health of Nevada" and/or "Aetna Better Health" for its Medicaid/CHIP products.10 As such, Aetna-Utah respectfully requests that when the Division issues the amended Certificate of Authority, it do so in the following style:

Aetna Health of Utah Inc. dba
Aetna CVS Health dba
Aetna Better Health dba
Aetna Better Health of Nevada dba
Coventry Health Care of Nevada

Please note that the name "Altius Health Plans Inc." may be removed from the Certificate of Authority.

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10 A copy of the corresponding "Certificate of Business: Fictitious Firm Name" filings in Clark, Nye, and Washoe Counties are attached hereto as Exhibit 15.

VI. AETNA-UTAH'S LOGOS AND TRADEMARKS

In connection with its QHP/SSHIX products, Aetna-Utah will use one or more of the following new "Aetna CVS Health" logos:[11]

In connection with its Medicaid/CHIP products, Aetna-Utah will use the following existing "Aetna" logo, either in color or black-and-white:

* * *

Based on the foregoing, Aetna-Utah respectfully requests that the Division (1) issue an amended Certificate of Authority that expands Aetna-Utah's geographic area of service to include all of Washoe County, and that lists the new fictious firm names "Aetna CVS Health," "Aetna Better Health," and "Aetna Better Health of Nevada" thereon; and (2) approve the above-described modifications to Aetna-Utah's plan of operations, such that Aetna-Utah may offer coverage, effective January 1, 2022, under the QHP/SSHIX products and Medicaid/CHIP managed-care products.

Thank you very much for your assistance. If you have any questions, please feel free to contact me.

Sincerely,

Johnathon Fayeghi, Esq.

11 The trademark application for this new logo is pending with the United States Patent and Trademark Office, as shown in the attached Exhibit 16.

Exhibit 1

ALTIUS
A Coventry Health Care Plan

April 23, 2013

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Jordan Gateway
Suite 400
South Jordan
Utah 84095
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800-365-1334
www.altiushealthplans.com

Glenn Shippey
Analyst, Life & Health Section
State of Nevada
Nevada Division of Insurance
1818 E. College Pkwy, Suite 103
Carson City, NV 89706

Laura Hale
Primary Care Office
Bureau of Health Statistics, etc.
Nevada State Health Division
4150 Technology Way
Carson City, NV 89706

Re: Request for Geographic area of service expansion
Altius Health Plans Inc. HMO – Clark County, Nye County

Dear Sir or Madam,

Altius Health Plans, Inc., dba Coventry Health Care of Nevada (the "Plan" or "Altius"), a licensed HMO in Nevada, requests approval from the Division of Insurance (the "Division") and the Department of Health and Human Services ("DHHS") to expand the approved service area of its Certificate of Authority into the remaining portions of Nye County and Clark County that are not already approved (as outlined below). Currently, the Plan's Certificate of Authority does not include the following zip codes: Clark County- 89007, 89021, 89024, 89025, 89027, 89028 , 89029 , 89034, 89037, 89039, 89046, 89054, 89067, 89124; Nye County- 89023, 89022 , 89003, 89020, 89049, 89045, and 89409.

In addition, Altius will use the Coventry Select Network, in currently approved zip codes of Clark County and Nye County as well as the remaining zip codes in Clark and Nye County upon Certificate of Authority expansion approval. The Plan will use this provider network to offer HMO plans to individuals and small/large employer groups. Point-of-Service plans will be offered to small and large employer groups only.

Clark County and Nye County Expansion

In compliance with NAC 695C.165, the Plan requests expansion of its Certificate of Authority into Nye County, to the following zip codes: 89023, 89022, 89003, 89020, 89049, 89045, 89409 and Clark County to the following zip codes: 89007, 89021, 89024, 89025, 89027, 89028, 89029, 89034, 89037, 89039, 89046, 89054, 89067, and 89124. A full provider list for the Health Care Partners (hereinafter "HCP") provider network is included with this submission. This list specifically outlines the providers/facilities contracted in Clark and Nye counties available to provide comprehensive health care services to potential enrollees.

Marketing/sales for the expanded area will be done through the established network in Nevada for group products. Individual products would be marketed/sold through brokers, as well as online sales with e-vendors on the Silver State Health Insurance Exchange if Coventry's QHP application is approved. Projected enrollment in the expanded areas within the first two years is 300 members.

Standard contracts for network physicians and facilities are included for review. In addition, included is the Plan's 2012 provider access survey results.

Operationally, the Plan's expansion into all of Nye and Clark Counties will not have a material impact. Altius is a subsidiary of Coventry Health Care Inc., which provided health plan services to over 4.5 million members nationwide at the end of the 2011. As of November 2011, Altius had approximately 125,568 members in four states, and currently provides operational support for more than 7,000 Coventry Health and Life PPO members in Nevada. Operational support systems and administration are provided in coordination with Coventry Health Care and Altius.

Financially, Altius reported on its annual statement for the year ending 2012 with the Utah Department of Insurance $8,930,869 in net income on $409,931,564 in total revenues. Altius' risk based capital (RBC) as calculation as of 12/31/12 was an actual RBC of $50,721,505, which was 200% of the calculated Authorized Control Level of $14,490,378. Altius currently has a B++ rating with AM Best and a stable outlook. Coventry Health Care, Inc., a Fortune 500 company, reported $487,063,000 in net earnings for 2012 on $14,113,363 in total operating revenues via the Form 10Q filed with the SEC. With the combined financial strength of Altius and that of its parent company, Coventry Health Care Inc., Altius can certify it has the financial strength and ability to expand into the remaining zip codes in both Clark and Nye Counties.

Altius has an Excess Risk Reinsurance Agreement (Agreement) with a Coventry affiliate, Coventry Health and Life Insurance Company (CH&L). The agreement provides reinsurance for Altius HMO, HMO/POS, Individual and Medicare members. As both companies are Coventry Health Care affiliates, intercompany affiliate agreements are reviewed and/or updated each year. Due to CH&L being an affiliate of Coventry and with the expansion covered within the current agreement, notification is not necessary.

In addition, our fidelity and surety companies have been notified of the expansion request. Enclosed are a revised Certificate of Liability Insurance, and a Rider Change to our surety bond.

Coventry Select Network

As mentioned, the Coventry Select Network will be offered in currently approved zip codes of Clark and Nye Counties (as well as the remaining zip codes in Clark and Nye Counties upon expansion approval) and will be a subset of the Plan's current Nevada commercial HMO network. It consists of HCP, as well as select ancillary providers and hospitals currently contracted with the Plan located in Clark and Nye County.

Coventry Select Network Providers

Only physicians affiliated with HCP will be included in the Coventry Select Network. Certain Plan participating facilities, ancillary providers and all pharmacies located in the Clark (and Nye) County service area will be

participating providers in the Coventry Select Network. We expect that HCP physicians will follow their normal patterns of practice in selecting hospital facilities for their patients. The Valley Hospital Systems facilities are available as participating hospital providers for care. Hospital Corporation of America (HCA) hospitals are now a part of the Select Network as well.

Access Standards

The HCP network uses the following access standard, 1 provider within 30 miles for the following practice groups: 1) Family Practice/General Practice, 2) Internal Medicine, 3) Cardiology, 4) Ophthalmology/Optometry, and 5) Ob/Gyn.

The following geographic availability standards show that the requirement that in counties with a population exceeding 100,000, that there be one PCP and one Hospital within 25 miles. For the outlier cities, which fall outside the 25-mile range, the practice pattern in the community would be to travel into the Las Vegas area, Bullhead City, AZ and Kingman, AZ.

Geoaccess maps showing access are included.

PHYSICIAN:ENROLLEE STANDARDS				
PHYSICIAN TYPE	**PHYSICIAN PER 1,000 ENROLLEES**	**GOAL**	**2013 Measurement**	**2013 Result**
General Practice/Internal Medicine	.50:1000	100%	63:627	Met
Family Practice	.50:1000	100%	76:627	Met
Pediatrician	.50:1000	100%	44:627	Met
OB/GYN	.80:1000	100%	79:627	Met
Closed Practice Rate-PCPs	<15%	100%	3%	Met

As mentioned previously, the Plan monitors provider availability to members by assessing member ability to obtain a health care appointment with a participating provider within a reasonable time period. The Plan will monitor access in the Coventry Select Network through this analysis, as well as member complaints.

Member Access to Providers outside the Coventry Select Network

Should the Coventry Select Network not have availability for a specific provider or facility, the Plan will use the following referral process to identify a suitable provider:

1. Refer member to a participating commercial HMO network provider/facility within the established market access standards and service area; if not available, then
2. Refer to participating commercial HMO network provider/facility outside the service area
   if the member is willing to travel; if not, then

3. Refer member to non-participating provider/facility within the established market access standards and service area.

HCP Provider Agreement

As previously communicated last year, the Plan has entered into a Provider Participation and Network Agreement between Altius Health Plans Inc., and Healthcare Partners of Nevada (HCP) (the HCP Agreement).

Description of Risk Arrangements

Under the terms of the HCP Agreement, the Plan will pay HCP monthly capitation for each member in the Coventry Select Network to include covered services as shown on the Division of Financial Responsibility Attachment of the Agreement. The Plan will also pay HCP a separate administrative fee to perform delegated activities (claims; utilization management (with the exception of case management); and credentialing) in accordance with the Delegated Grid Attachment. HCP will be eligible to earn an annual shared savings payment for their performance of quality improvement activities. There are no other risk sharing arrangements under the contract.

Coventry Select Network Products & Riders

Altius will offer only in-network HMO Individual benefit plan designs with the Coventry Select Network. We will also offer an out-of-network (point of service) HMO option on small and large group benefit plans with the Coventry Select Network. Various pharmaceutical plan options will also be included as part of the product offering. In addition, vision and dental products will be made available as mandated by Nevada state law.

Altius will begin offering these benefit plans with the Coventry Select Network to individuals and both small and large employer groups in the expanded service area upon approval from the appropriate state divisions.

With this letter, we are enclosing the following:

1. Altius' Certificate of Liability Insurance and Surety Bond Rider;
2. The most recent provider list for the HCP provider network for Coventry Nevada HMO (a fully searchable electronic copy will be sent via email);
3. The most recent Clark and Nye County list of hospitals for both the HCP and Coventry networks (fully searchable electronic copy will be sent via email);
4. Template Altius/Coventry provider (physician/ancillary/facility) network contracts;
5. 2012 Provider Appointment Availability Survey Results;
6. Health Care Service Accessibility and Availability Plan;
7. PCP and SCP Geoaccess reports for HCP providers in Clark and Nye counties. (HCP of Nevada Managed Care Accessibility Analysis)
8. Hospital Geoaccess reports for Select Network participating hospitals.

We are not submitting the office hours for our providers because the Altius/CHL Network provider contracts do not include a set of standard office hours a provider must keep. However, in Section 2.1.2 of the provider contracts, the requirements include that a medical group/provider make accessibility and availability to covered services, including telephone access, on a 24 hours per day/7 days per week basis.

We are submitting this application for geographic expansion to meet the requirements of the Silver State Health Insurance Exchange.

Should you have any questions or need additional information, please do not hesitate to contact me at (801) 933-3427.

Sincerely,

Eric Christensen
Compliance Analyst

cc: Frank Kyle – Director of Regulatory Affairs, Altius Health Plans
Christy Daffern – Director of Operations, Coventry Health Care of Nevada

ALTIUS
A Coventry Health Care Plan

May 3, 2013

10421 South
Jordan Gateway
Suite 400
South Jordan
Utah 84095
Tel: 801-355-1234
800-365-1334
www.altiushealthplans.com

Kathy Lamb
Examination Assistant, Coordination
State of Nevada
1818 E. College Pkwy, Suite 103
Carson City, NV 89706

Re: Application for Service Area Expansion

Dear Kathy,

Please find enclosed a CD in response to our phone conversation that includes Altius geographic area of service expansion application as well as a check for the required filing fee.

Altius is seeking to expand our geographic service area into all of Clark and Nye Counties in preparation to entering the Silver State Health Insurance Exchange.

The following CD contains:

1. Altius Certificate of Liability Insurance and Surety Bond Rider;
2. The most recent provider list for the Health Care Partners Provider network for Coventry Nevada HMO;
3. The most recent Clark and Nye County list of hospitals for both the Health Care Partners and Coventry networks;
4. Template Altius/Coventry network contracts;
5. 2012 provider appointment availability survey results;
6. Altius health care service accessibility and availability plan;
7. PCP and SCP Geoaccess reports for Health Care Partners providers in Clark and Nye counties; and
8. Hospital geoaccess reports for participating hospitals.

We appreciate your time and consideration regarding this matter. Should you have any questions or need additional information, please do not hesitate to contact me at (801) 933-3427.

Sincerely,

Eric Christensen
Compliance Analyst

Cc: Frank Kyle – Director of Regulatory Affairs, Altius Health Plans
Christy Daffern – Director of Operations, Coventry Health Care of Nevada

Amended
Certificate of Authority

STATE OF NEVADA
DEPARTMENT OF BUSINESS & INDUSTRY
DIVISION OF INSURANCE
Carson City, Nevada

Nevada ID: **17528**

THE **ALTIUS HEALTH PLANS INC dba COVENTRY HEALTH CARE OF NEVADA**

Incorporated in the State of **UTAH**

Home office at **SOUTH JORDAN, UTAH**

having duly qualified, is hereby licensed to transact:

**** HEALTH MAINTENANCE ORGANIZATION (NRS 695C) ****

(Service Area by Counties and zip codes: Carson City – All zip codes; **Churchill** – All zip codes; **Clark** – All zip codes; **Douglas** – 89460,89411, 89423, 89413, 89705,89449, 89448; **Elko** – 89828, 89815, 89801, 89802, 89803, 89824, 89822; **Esmeralda** – All zip codes; **Eureka** – All zip codes; **Humboldt** – All zip codes; **Lander** – All zip codes; **Lincoln** – All zip codes; **Lyon** – 89444, 89403, 89430, 89428; **Mineral** – All zip codes; **Nye** – All zip codes; **Pershing** – All zip codes; **Storey** – All zip codes; **Washoe** – Urban and zip codes 89402, 89452, 89451, 89450, 89704, 89439, 89442; **White Pine** – All zip codes)

insurance business within the State of Nevada until terminated at the request of the insurer or suspended or revoked by the Commissioner of Insurance.

THE GREAT SEAL OF THE STATE OF NEVADA

Original Certificate Dated at Carson City, Nevada

This 28th day of November, 2006

Amended this 18th day of July, 2013

Commissioner of Insurance

Exhibit 2

Amended

Certificate of Authority

STATE OF NEVADA
DEPARTMENT OF BUSINESS & INDUSTRY
DIVISION OF INSURANCE
Carson City, Nevada

Nevada ID: **17528**

THE **AETNA HEALTH of UTAH INC. dba**
ALTIUS HEALTH PLANS INC dba
COVENTRY HEALTH CARE OF NEVADA

Incorporated in the State of **UTAH**

Home office at **SANDY, UTAH**

having duly qualified, is hereby licensed to transact:

**** HEALTH MAINTENANCE ORGANIZATION (NRS 695C) ****

(Service Area by Counties and zip codes: Carson City – All zip codes; **Churchill** – All zip codes; **Clark** – All zip codes; **Douglas** – 89460,89411, 89423, 89413, 89705,89449, 89448; **Elko** – 89828, 89815, 89801, 89802, 89803, 89824, 89822; **Esmeralda** – All zip codes; **Eureka** – All zip codes; **Humboldt** – All zip codes; **Lander** – All zip codes; **Lincoln** – All zip codes; **Lyon** – 89444, 89403, 89430, 89428; **Mineral** – All zip codes; **Nye** – All zip codes; **Pershing** – All zip codes; **Storey** – All zip codes; **Washoe** – Urban and zip codes 89402, 89452, 89451, 89450, 89704, 89439, 89442; **White Pine** – All zip codes)

insurance business within the State of Nevada until terminated at the request of the insurer or suspended or revoked by the Commissioner of Insurance.

Original Certificate Dated at Carson City, Nevada

This 28th day of November, 2006

Amended this 4th day of December, 2015

Acting Commissioner of Insurance

Exhibit 3

(See enclosed flash drive)

Exhibit 4

State: Nevada **Filing Company:** Aetna Health of Utah Inc.
TOI/Sub-TOI: H21 Health - Other/H21.000 Health - Other
Product Name: NV Provider Contract Templates (2020)
Project Name/Number: /

Filing at a Glance

Company:	Aetna Health of Utah Inc.
Product Name:	NV Provider Contract Templates (2020)
State:	Nevada
TOI:	H21 Health - Other
Sub-TOI:	H21.000 Health - Other
Filing Type:	Form
Date Submitted:	04/16/2021
SERFF Tr Num:	AETN-132805460
SERFF Status:	Closed-For Informational Purposes Only - Filed
State Tr Num:	
State Status:	For Informational Purposes Only
Co Tr Num:	PROVIDER CONTRACT TEMPLATES (2020)
Co Status:	
Effective Date Requested:	On Approval
Author(s):	Margaret Haug, Melitsa Vasilakis, Kenneth Kubes
Reviewer(s):	Jeremy Christensen (primary), Zhuang Zhang
Disposition Date:	04/27/2021
Disposition Status:	For Informational Purposes Only - Filed
Effective Date:	

State: Nevada
TOI/Sub-TOI: H21 Health - Other/H21.000 Health - Other
Product Name: NV Provider Contract Templates (2020)
Project Name/Number: /

Filing Company: Aetna Health of Utah Inc.

General Information

Project Name:
Project Number:
Requested Filing Mode: File & Use
Explanation for Combination/Other:
Submission Type: New Submission
Group Market Type: Other
Overall Rate Impact:
Company Status Changed:
Deemer Date:
Submitted By: Margaret Haug

Status of Filing in Domicile: Not Filed
Date Approved in Domicile:
Domicile Status Comments:
Market Type: Group
Group Market Size: Small and Large
Explanation for Other Group Market Type: Provider Contract
Filing Status Changed: 04/27/2021
State Status Changed: 04/27/2021
Created By: Margaret Haug
Corresponding Filing Tracking Number:

Filing Description:
Provider Contract Template

Company and Contact

Filing Contact Information

Margaret Haug, PARALEGAL II
980 Jolly Road
Blue Bell, PA 19422

HaugMM@AETNA.COM
215-775-5673 [Phone]
860-754-5794 [FAX]

Filing Company Information

Aetna Health of Utah Inc.
10421 South Jordan Gateway
#400
South Jordan, UT 84095
(801) 355-1234 ext. [Phone]

CoCode: 95407
Group Code: 1
Group Name: Aetna
FEIN Number: 87-0345631

State of Domicile: Utah
Company Type: HMO
State ID Number:

State: Nevada **Filing Company:** Aetna Health of Utah Inc.
TOI/Sub-TOI: H21 Health - Other/H21.000 Health - Other
Product Name: NV Provider Contract Templates (2020)
Project Name/Number: /

Filing Fees

Transaction Fees

Transaction Fees	Company	Amount	Date Processed	Transaction #
NAIC Transaction Fee	Aetna Health of Utah Inc.	$13.75	04/16/2021 09:17 AM	198897465

NAIC Fees Total **$13.75**

State Fees

Fee Required? Yes
Fee Amount: $25.00
Retaliatory? No
Fee Explanation:

Filing Fees Total

Fee Type	Amount
Transaction Fee Total	$13.75
State EFT Total	$0.00
State Check Total	$0.00

Filing Fee Total **$13.75**

State Specific

Filing Company Name: Aetna Health of Utah Inc.
Org ID number: 95407
Name of Company Issuing Check: NA
Check Number: NA
Check Amount: NA
Date Check Was Mailed: NA
Line of Insurance/Product: Health
Form Numbers: Provider Agreement (2020); Hospital Agreement (2020); Facility Agreement (2020), Nat Provider Agreement (2020) and NV Commercial State Compliance Addendum (Provider) and NV Commercial State Compliance Addendum
Effective Date of Implementation: Upon approval
New Filing or Modification of an Existing Plan: New filing

SERFF Tracking #:	*AETN-132805460*	***State Tracking #:***		***Company Tracking #:***	*PROVIDER CONTRACT TEMPLATES (2020)*

State:	*Nevada*	***Filing Company:***	*Aetna Health of Utah Inc.*
TOI/Sub-TOI:	*H21 Health - Other/H21.000 Health - Other*		
Product Name:	*NV Provider Contract Templates (2020)*		
Project Name/Number:	*/*		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
For Informational Purposes Only - Filed	Jeremy Christensen	04/27/2021	04/27/2021

Objection Letters and Response Letters

Objection Letters

Status	Created By	Created On	Date Submitted
Disapproved	Jeremy Christensen	04/19/2021	04/19/2021

Response Letters

Responded By	Created On	Date Submitted
Kenneth Kubes	04/26/2021	04/26/2021

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	NV Provider Compliance Addendum	Margaret Haug	04/16/2021	04/16/2021
Form	NV Compliance Addendum	Margaret Haug	04/16/2021	04/16/2021

SERFF Tracking #:	*AETN-132805460*	***State Tracking #:***		***Company Tracking #:***	*PROVIDER CONTRACT TEMPLATES (2020)*

State:	*Nevada*	***Filing Company:***	*Aetna Health of Utah Inc.*
TOI/Sub-TOI:	*H21 Health - Other/H21.000 Health - Other*		
Product Name:	*NV Provider Contract Templates (2020)*		
Project Name/Number:	*/*		

Disposition

Disposition Date: 04/27/2021

Effective Date:

Status: For Informational Purposes Only - Filed

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Readability Certificate		No
Supporting Document	Non-Employer Groups		No
Supporting Document	Cover letter		No
Supporting Document	Sample red-lined agreement and addenda		No
Supporting Document	Provider-contract checklists		No
Supporting Document	Aetna letter responding to 4-19-21 objection (4-26-21)		No
Form	Provider Agreement		No
Form (revised)	NV Commercial State Compliance Addendum (Provider)		No
Form	NV Provider Compliance Addendum		No
Form	NV Provider Compliance Addendum		No
Form	Hospital Agreement		No
Form (revised)	NV Commercial State Compliance Addendum (Hospital/Facility)		No
Form	NV Compliance Addendum		No
Form	NV Compliance Addendum		No
Form	Facility Agreement		No
Form	Nat Provider Agreement		No
Form	NV Commercial State Compliance Addendum (National Provider)		No
Form	NV Medicaid Compliance Addendum (All Provider Types) v.4.2021		No

State: Nevada **Filing Company:** Aetna Health of Utah Inc.
TOI/Sub-TOI: H21 Health - Other/H21.000 Health - Other
Product Name: NV Provider Contract Templates (2020)
Project Name/Number: /

Objection Letter

Objection Letter Status	Disapproved
Objection Letter Date	04/19/2021
Submitted Date	04/19/2021
Respond By Date	05/19/2021

Dear Margaret Haug,

Introduction:

The captioned filing has been disapproved. You may resubmit the filing for approval by submitting a response letter within this filing to comply with the following statutory requirements listed below. Do not create a new filing in SERFF; please respond within this filing.

Objection 1

Comments: Please fill out and attach, under supporting documentation, the attached provider contract checklist to verify compliance with the applicable state statutes and regulations.

Conclusion:

This filing will be closed if no response is received within 30 days. A new filing will have to be submitted after the 30 days has expired along with a new filing fee pursuant to NAC 680B.090. If you have questions regarding the disapproval, you may email me at jchristensen@doi.nv.gov.

Sincerely,

Jeremy Christensen

State: Nevada **Filing Company:** Aetna Health of Utah Inc.
TOI/Sub-TOI: H21 Health - Other/H21.000 Health - Other
Product Name: NV Provider Contract Templates (2020)
Project Name/Number: /

Attachment Provider Contract Checklist NV HMO_ADA.xlsx is not a PDF document and cannot be reproduced here.

Attachment Provider Contract Checklist NV PPO_ADA.xlsx is not a PDF document and cannot be reproduced here.

SERFF Tracking #:	AETN-132805460	**State Tracking #:**		**Company Tracking #:**	PROVIDER CONTRACT TEMPLATES (2020)

State:	Nevada	**Filing Company:**	Aetna Health of Utah Inc.
TOI/Sub-TOI:	H21 Health - Other/H21.000 Health - Other		
Product Name:	NV Provider Contract Templates (2020)		
Project Name/Number:	/		

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	04/26/2021
Submitted Date	04/26/2021

Dear Jeremy Christensen,

Introduction:

Thank you for your note dated April 19. Please see the attached reply letter, along with the revised State Compliance Addendum templates and corresponding provider-contract checklists, which update this submission.

Response 1

Comments:

Please see the attached reply letter, along with the revised State Compliance Addendum templates and corresponding provider-contract checklists, which hereby update this submission.

Related Objection 1

Comments: Please fill out and attach, under supporting documentation, the attached provider contract checklist to verify compliance with the applicable state statutes and regulations.

Changed Items:

Supporting Document Schedule Item Changes	
Satisfied - Item:	Provider-contract checklists
Comments:	Attached are the required provider-contract checklists, as further described in the cover letter dated 4-26-21.
Attachment(s):	F.1.b. Provider Contract Checklist NV HMO_ADA (Provider).xlsx F.2.b. F.3.b. Provider Contract Checklist NV HMO_ADA (Hospital-Facility).xlsx F.4.b. Provider Contract Checklist NV HMO_ADA (Nat'l Provider).xlsx F.1.d. F.2.d. F.3.d. F.4.d. Provider Contract Checklist NV HMO_ADA (Medicaid).xlsx

SERFF Tracking #:	*AETN-132805460*	***State Tracking #:***		***Company Tracking #:***	*PROVIDER CONTRACT TEMPLATES (2020)*

State:	*Nevada*	***Filing Company:***	*Aetna Health of Utah Inc.*
TOI/Sub-TOI:	*H21 Health - Other/H21.000 Health - Other*		
Product Name:	*NV Provider Contract Templates (2020)*		
Project Name/Number:	*/*		

Supporting Document Schedule Item Changes	
Satisfied - Item:	Provider-contract checklists
Comments:	Attached are the required provider-contract checklists, as further described in the cover letter dated 4-26-21.
Attachment(s):	F.1.b. Provider Contract Checklist NV HMO_ADA (Provider).xlsx F.2.b. F.3.b. Provider Contract Checklist NV HMO_ADA (Hospital-Facility).xlsx F.4.b. Provider Contract Checklist NV HMO_ADA (Nat'l Provider).xlsx F.1.d. F.2.d. F.3.d. F.4.d. Provider Contract Checklist NV HMO_ADA (Medicaid).xlsx

Satisfied - Item:	Aetna letter responding to 4-19-21 objection (4-26-21)
Comments:	Please see the attached letter in response to the Department's 4-19-21 objection.
Attachment(s):	Follow-up letter letter to NV DOI (4-26-21).pdf

SERFF Tracking #:	AETN-132805460	**State Tracking #:**		**Company Tracking #:**	PROVIDER CONTRACT TEMPLATES (2020)

State:	Nevada	**Filing Company:**	Aetna Health of Utah Inc.
TOI/Sub-TOI:	H21 Health - Other/H21.000 Health - Other		
Product Name:	NV Provider Contract Templates (2020)		
Project Name/Number:	/		

Form Schedule Item Changes

Item No.	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	NV Commercial State Compliance Addendum (Provider)	NV Commercial State Compliance Addendum (Provider)	OTH	Initial			F.1.a. [REVISED] SCA for NV Commercial Health Products (Provider).pdf	Date Submitted: 04/26/2021 By: Kenneth Kubes
Previous Version								
1	*NV Provider Compliance Addendum*	*NV Commercial State Compliance Addendum (Provider)*	*OTH*	*Initial*			*F.1.a. SCA for NV Commercial Health Products (Provider).pdf*	*Date Submitted: 04/16/2021 By:*
Previous Version								
1	*NV Provider Compliance Addendum*	*NV Provider Compliance Addendum*	*OTH*	*Initial*			*F.1.a. SCA for NV Commercial Health Products (Provider).pdf*	*Date Submitted: 04/16/2021 By: Margaret Haug*
2	NV Commercial State Compliance Addendum (Hospital/Facility)	NV Commercial State Compliance Addendum (Hospital/Facility)	OTH	Initial			F.2.a. F.3.a. [REVISED] SCA for NV Commercial Health Products (Hospital-Facility).pdf	Date Submitted: 04/26/2021 By: Kenneth Kubes
Previous Version								
2	*NV Compliance Addendum*	*NV Commercial State Compliance Addendum (Hospital/Facility/ National Provider)*	*OTH*	*Initial*			*F.2.a. F.3.a. F.4.a. SCA for NV Commercial Health Products (Hospital-Facility-Nat'l Provider).pdf*	*Date Submitted: 04/16/2021 By:*
Previous Version								
2	*NV Compliance Addendum*	*NV Hospital Compliance Addendum*	*OTH*	*Initial*			*F.2.a. F.3.a. F.4.a. SCA for NV Commercial Health Products (Hospital-Facility-Nat'l Provider).pdf*	*Date Submitted: 04/16/2021 By: Margaret Haug*
3	NV Commercial State Compliance Addendum	NV Commercial State Compliance Addendum	OTH	Initial			F.4.a. [REVISED] SCA for NV Commercial	Date Submitted: 04/26/2021 By: Kenneth

SERFF Tracking #:	*AETN-132805460*	***State Tracking #:***		***Company Tracking #:***	*PROVIDER CONTRACT TEMPLATES (2020)*

State:	*Nevada*	***Filing Company:***	*Aetna Health of Utah Inc.*
TOI/Sub-TOI:	*H21 Health - Other/H21.000 Health - Other*		
Product Name:	*NV Provider Contract Templates (2020)*		
Project Name/Number:	*/*		

Form Schedule Item Changes

Item No.	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	NV Commercial State Compliance Addendum (Provider)	NV Commercial State Compliance Addendum (Provider)	OTH	Initial			F.1.a. [REVISED] SCA for NV Commercial Health Products (Provider).pdf	Date Submitted: 04/26/2021 By: Kenneth Kubes
	(National Provider)	(National Provider)					Health Products (Nat'l Provider).pdf	Kubes
4	NV Medicaid Compliance Addendum (All Provider Types) v.4.2021	NV Medicaid Compliance Addendum (All Provider Types) v.4.2021	OTH	Initial			F.1.c. F.2.c. F.3.c. F.4.c. SCA for NV Medicaid Products (All Provider Types).pdf	Date Submitted: 04/26/2021 By: Kenneth Kubes

No Rate/Rule Schedule items changed.

Conclusion:

Please let us know if you have any additional questions. Thank you again.

Sincerely,

Kenneth Kubes

SERFF Tracking #:	AETN-132805460	**State Tracking #:**		**Company Tracking #:**	PROVIDER CONTRACT TEMPLATES (2020)

State:	Nevada	**Filing Company:**	Aetna Health of Utah Inc.
TOI/Sub-TOI:	H21 Health - Other/H21.000 Health - Other		
Product Name:	NV Provider Contract Templates (2020)		
Project Name/Number:	/		

Amendment Letter

Submitted Date: 04/16/2021

Comments:

I realized I needed to revise the Form names to match the documents.

Changed Items:

Form Schedule Item Changes

Item No.	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	NV Provider Compliance Addendum	NV Commercial State Compliance Addendum (Provider)	OTH	Initial			F.1.a. SCA for NV Commercial Health Products (Provider).pdf	Date Submitted: 04/16/2021 By:
Previous Version								
1	*NV Provider Compliance Addendum*	*NV Provider Compliance Addendum*	*OTH*	*Initial*			*F.1.a. SCA for NV Commercial Health Products (Provider).pdf*	*Date Submitted: 04/16/2021 By: Margaret Haug*
2	NV Compliance Addendum	NV Commercial State Compliance Addendum (Hospital/Facility/ National Provider)	OTH	Initial			F.2.a. F.3.a. F.4.a. SCA for NV Commercial Health Products (Hospital-Facility-Nat'l Provider).pdf	Date Submitted: 04/16/2021 By:
Previous Version								
2	*NV Compliance Addendum*	*NV Hospital Compliance Addendum*	*OTH*	*Initial*			*F.2.a. F.3.a. F.4.a. SCA for NV Commercial Health Products (Hospital-Facility-Nat'l Provider).pdf*	*Date Submitted: 04/16/2021 By: Margaret Haug*

No Rate Schedule Items Changed.

No Supporting Documents Changed.

SERFF Tracking #:	AETN-132805460	**State Tracking #:**		**Company Tracking #:**	PROVIDER CONTRACT TEMPLATES (2020)

State:	Nevada	**Filing Company:**	Aetna Health of Utah Inc.
TOI/Sub-TOI:	H21 Health - Other/H21.000 Health - Other		
Product Name:	NV Provider Contract Templates (2020)		
Project Name/Number:	/		

Form Schedule

Lead Form Number: Provider Agreement (2020)

Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		Provider Agreement	Provider Agreement (2020)	OTH	Initial			F.1 Provider Agreement (2020).pdf
2		NV Commercial State Compliance Addendum (Provider)	NV Commercial State Compliance Addendum (Provider)	OTH	Initial			F.1.a. [REVISED] SCA for NV Commercial Health Products (Provider).pdf
3		Hospital Agreement	Hospital Agreement (2020)	OTH	Initial			F.2 Hospital Agreement (2020).pdf
4		NV Commercial State Compliance Addendum (Hospital/Facility)	NV Commercial State Compliance Addendum (Hospital/Facility)	OTH	Initial			F.2.a. F.3.a. [REVISED] SCA for NV Commercial Health Products (Hospital-Facility).pdf
5		Facility Agreement	Facility Agreement (2020)	OTH	Initial			F.3. Facility Agreement (2020).pdf
6		Nat Provider Agreement	Nat Provider Agreement (2020)	OTH	Initial			F.4 Nat'l Provider Agreement (2020).pdf
7		NV Commercial State Compliance Addendum (National Provider)	NV Commercial State Compliance Addendum (National Provider)	OTH	Initial			F.4.a. [REVISED] SCA for NV Commercial Health Products (Nat'l Provider).pdf

SERFF Tracking #:	*AETN-132805460*	***State Tracking #:***		***Company Tracking #:***	*PROVIDER CONTRACT TEMPLATES (2020)*

State:	*Nevada*	***Filing Company:***	*Aetna Health of Utah Inc.*
TOI/Sub-TOI:	*H21 Health - Other/H21.000 Health - Other*		
Product Name:	*NV Provider Contract Templates (2020)*		
Project Name/Number:	*/*		

Lead Form Number: Provider Agreement (2020)

Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
8		NV Medicaid Compliance Addendum (All Provider Types) v.4.2021	NV Medicaid Compliance Addendum (All Provider Types) v.4.2021	OTH	Initial			F.1.c. F.2.c. F.3.c. F.4.c. SCA for NV Medicaid Products (All Provider Types).pdf

Form Type Legend:

ADV	Advertising	**AEF**	Application/Enrollment Form
CER	Certificate	**CERA**	Certificate Amendment, Insert Page, Endorsement or Rider
DDP	Data/Declaration Pages	**FND**	Funding Agreement (Annuity, Individual and Group)
MTX	Matrix	**NAP**	Network Access Plan
NOC	Notice of Coverage	**OTH**	Other
OUT	Outline of Coverage	**PJK**	Policy Jacket
POL	Policy/Contract/Fraternal Certificate	**POLA**	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider
PRC	Provider Contract/Provider Addendum/Provider Leading Agreement	**PRD**	Provider Directory

SERFF Tracking #:	AETN-132805460	**State Tracking #:**		**Company Tracking #:**	PROVIDER CONTRACT TEMPLATES (2020)

State:	Nevada	**Filing Company:**	Aetna Health of Utah Inc.
TOI/Sub-TOI:	H21 Health - Other/H21.000 Health - Other		
Product Name:	NV Provider Contract Templates (2020)		
Project Name/Number:	/		

Supporting Document Schedules

Satisfied - Item:	Readability Certificate
Comments:	Not Applicable
Attachment(s):	
Item Status:	
Status Date:	

Satisfied - Item:	Non-Employer Groups
Comments:	Not Applicable
Attachment(s):	
Item Status:	
Status Date:	

Satisfied - Item:	Cover letter
Comments:	Attached is a cover letter associated with this submission.
Attachment(s):	Submission cover letter to NV DOI.pdf
Item Status:	
Status Date:	

Satisfied - Item:	Sample red-lined agreement and addenda
Comments:	Attached is a sample red-lined agreement and addenda that reflects the revisions.
Attachment(s):	Compare Hospital (2018) to (2020).pdf F.1.a. SCA [Redline].pdf F.2.a. F.3.a. F.4.a. SCA [Redline].pdf
Item Status:	
Status Date:	

Satisfied - Item:	Provider-contract checklists
Comments:	Attached are the required provider-contract checklists, as further described in the cover letter dated 4-26-21.
Attachment(s):	F.1.b. Provider Contract Checklist NV HMO_ADA (Provider).xlsx F.2.b. F.3.b. Provider Contract Checklist NV HMO_ADA (Hospital-Facility).xlsx F.4.b. Provider Contract Checklist NV HMO_ADA (Nat'l Provider).xlsx F.1.d. F.2.d. F.3.d. F.4.d. Provider Contract Checklist NV HMO_ADA (Medicaid).xlsx
Item Status:	
Status Date:	

Satisfied - Item:	Aetna letter responding to 4-19-21 objection (4-26-21)

SERFF Tracking #:	*AETN-132805460*	***State Tracking #:***		***Company Tracking #:***	*PROVIDER CONTRACT TEMPLATES (2020)*

State:	*Nevada*	***Filing Company:***	*Aetna Health of Utah Inc.*
TOI/Sub-TOI:	*H21 Health - Other/H21.000 Health - Other*		
Product Name:	*NV Provider Contract Templates (2020)*		
Project Name/Number:	*/*		

Comments:	Please see the attached letter in response to the Department's 4-19-21 objection.
Attachment(s):	Follow-up letter letter to NV DOI (4-26-21).pdf
Item Status:	
Status Date:	

SERFF Tracking #:	AETN-132805460	**State Tracking #:**		**Company Tracking #:**	PROVIDER CONTRACT TEMPLATES (2020)

State:	Nevada	**Filing Company:**	Aetna Health of Utah Inc.
TOI/Sub-TOI:	H21 Health - Other/H21.000 Health - Other		
Product Name:	NV Provider Contract Templates (2020)		
Project Name/Number:	/		

Attachment F.1.b. Provider Contract Checklist NV HMO_ADA (Provider).xlsx is not a PDF document and cannot be reproduced here.

Attachment F.2.b. F.3.b. Provider Contract Checklist NV HMO_ADA (Hospital-Facility).xlsx is not a PDF document and cannot be reproduced here.

Attachment F.4.b. Provider Contract Checklist NV HMO_ADA (Nat'l Provider).xlsx is not a PDF document and cannot be reproduced here.

Attachment F.1.d. F.2.d. F.3.d. F.4.d. Provider Contract Checklist NV HMO_ADA (Medicaid).xlsx is not a PDF document and cannot be reproduced here.

980 Jolly Road
Blue Bell, PA 19422

Margaret M. Haug
HaugMM@aetna.com
215.775.5673

April 16, 2021

VIA ELECTRONIC SUBMISSION THROUGH SERFF

Glenn Shippey
Nevada Department of Insurance
1818 E. College Pkwy, Suite 103
Carson City, NV 89706

Re: Submission of Provider-Agreement Templates for Aetna Health of Utah Inc. (NAIC #95407)

Dear Mr. Shippey:

On behalf of Aetna Health of Utah Inc. (the "Plan"), enclosed for your review and approval are the following base-agreement provider templates:

F.1. Provider Agreement (2020)
F.2. Hospital Agreement (2020)
F.3. Facility Agreement (2020)
F.4. National Provider Agreement (2020)

Please note that these base-agreement provider templates are identical to the versions that the Plan's affiliate, Aetna Health Inc. (NAIC #95109), filed with the Department on October 22, 2020 via AETN-132576650.

Also enclosed are the following "State Compliance Addendum" ("SCA") templates that will be attached to the base-agreement provider templates, as appropriate, to incorporate provisions required by State law:

F.1.a. SCA for Nevada Commercial Health Products (Provider)
F.2.a./F.3.a./F.4.a. SCA for Nevada Commercial Health Products (Hospital/Facility/Nat'l Provider)

These SCA templates have been modified only slightly since the versions filed via AETN-132576650. To aid the Department's review, the Plan includes redline copies that highlight the version-over-version changes.

Thank you very much for your assistance. If you have any questions, please feel free to contact me at the phone number or e-mail above.

Respectfully submitted,

Margaret M. Haug

Margaret M. Haug

Enclosures

9606 N. Mopac Expy, Suite 600
Austin, TX 78759

Kenneth G. Kubes
Executive Director, Sr. Counsel
kgkubes@aetna.com
512.275.3025

April 26, 2021

VIA ELECTRONIC SUBMISSION THROUGH SERFF

Jeremy Christensen
Glenn Shippey
Nevada Department of Insurance
1818 E. College Pkwy, Suite 103
Carson City, NV 89706

Re: Submission of Provider-Agreement Templates for Aetna Health of Utah Inc. (NAIC #95407)

Dear Mr. Christensen & Mr. Shippey:

On behalf of Aetna Health of Utah Inc. (the "Plan"), please accept this submission in response to the Department's recent objection to SERFF Tracking No. AETN-132805460. As you recall, the Plan submitted its provider templates on April 16, and the Department posted the following objection:

> The captioned filing has been disapproved. You may resubmit the filing for approval by submitting a response letter within this filing to comply with the following statutory requirements listed below. Do not create a new filing in SERFF; please respond within this filing. . . . Please fill out and attach, under supporting documentation, the attached provider contract checklist to verify compliance with the applicable state statutes and regulations.

In connection with this objection, the Department attached two versions of its provider-contract checklist—one for HMO plans ("Provider Contract Checklist NV HMO_ADA") and one for PPO plans ("Provider Contract Checklist NV PPO_ADA"). Because the Plan is only licensed as an HMO—and does not issue PPO products—the Plan has completed and attached only the HMO provider-contract checklists.

By way of additional background, when Aetna contracts with a provider it uses a "base" provider-agreement template (in the pending filing, these are forms F.1, F.2, F.3, and F.4, each of which contains a "General Terms and Conditions" section and a cover/signature page) that is then supplemented by schedules/addenda that incorporate State- or provider-specific terms.[1] One of these schedules/addenda is the "State Compliance Addendum" ("SCA"), which the Plan uses to ensure that its provider agreements incorporate provisions required by State law/regulations.

After reviewing the Department's HMO provider-contract checklist, the Plan has revised its SCA templates to ensure compliance. These revised versions are attached as:

F.1.a.	[REVISED] SCA for NV Commercial Health Products (Provider)
F.2.a./F.3.a.	[REVISED] SCA for NV Commercial Health Products (Hospital-Facility)
F.4.a.	[REVISED] SCA for NV Commercial Health Products (Nat'l Provider)

[1] As noted previously, these base provider-agreement templates are identical to the versions that the Plan's affiliate, Aetna Health Inc. (NAIC #95109), filed with the Department on October 22, 2020 via AETN-132576650.

The accompanying provider-contract checklists for those revised SCA templates are attached as:

F.1.b.	Provider Contract Checklist NV HMO_ADA (Provider)
F.2.b./F.3.b.	Provider Contract Checklist NV HMO_ADA (Hospital-Facility)
F.4.b.	Provider Contract Checklist NV HMO_ADA (Nat'l Provider)

(Note that once the Department has approved the Plan's SCA templates as part of this filing, the Plan's affiliate Aetna Health Inc. (NAIC #95109) will file with the Department identical versions thereof under its license, to ensure consistency across both HMO entities.)

In addition, the Plan is filing for the first time a separate SCA template that it will use when contracting with providers for the Plan's potential Medicaid network.[2] This Medicaid-specific SCA and its accompanying provider-contract checklist are attached as:

F.1.c./F.2.c./F.3.c./F.4.c.	SCA for NV Medicaid Products (All Provider Types)
F.1.d./F.2.d./F.3.d./F.4.d.	Provider Contract Checklist NV HMO_ADA (Medicaid)

As the name suggests, the Plan will use the same "SCA for NV Medicaid Products (All Provider Types)" template with all four of the base provider-agreement templates (again, forms F.1, F.2, F.3, and F.4 in this pending filing).

Thank you very much for your assistance. If you have any questions, please feel free to contact me at the phone number or e-mail above.

Respectfully submitted,

Kenneth G. Kubes

Kenneth G. Kubes

Enclosures

[2] The Plan intends to bid on the pending Request for Proposal No. 40DHHS-S1457 for Managed Care Organization, which was released on March 17 by the State of Nevada Department of Administration's Purchasing Division.

PROVIDER AGREEMENT

Aetna Network Services LLC, on behalf of itself and its Affiliates ("Company"), and_____, on behalf of itself and any and all of its Group Providers and locations ("Provider"), are entering into this Provider Agreement (the "Agreement"), as of the Effective Date listed below.

The Agreement includes this cover/signature page, the **General Terms and Conditions** and **Definitions** that follow. It also includes one or more of the following parts:

i) **State Compliance Addenda** that contain state-specific requirements for various Product Categories;
ii) **Product Addenda** that include additional requirements for specific Product Categories;
iii) **Service and Rate Schedules** that go along with the various Product Addenda;
iv) **Appendices** and/or other attachments containing definitions and/or other information.

As of the Effective Date, Provider agrees to participate in each Product Category checked below. Important information on how Product Categories can be added to or deleted from this list is contained in the Agreement.

	PRODUCT CATEGORIES
	Commercial Health
	Medicare
	Medical Rental Network
	Workers' Compensation Network
	Auto Network
	Institutes of Excellence® (IOE) Transplant Program (subject to separate approval by Company)
	Medicaid
	[Other]

EFFECTIVE DATE: _____ (or later date that credentialing is complete) (the "Effective Date")

TERM: This Agreement begins on the Effective Date, continues for an initial term of _____, and then automatically renews for consecutive one (1) year terms. The Agreement may be terminated by either Party at any time after the initial term, or non-renewed at the end of the initial or any subsequent term, for any reason or no reason at all, with at least ninety (90) days advance written notice to the other Party. Additional termination provisions are included in the Agreement.

The undersigned representative of Provider has read and understood this Agreement, has had the opportunity to review it with an attorney of Provider's choice, and is authorized to bind Provider, including all Group Providers and Provider locations, to the terms of the Agreement.

PROVIDER

By: {{*_es_:signer1:signature }}

Printed Name: {{*_es_:signer1:fullname }}

Title: {{*_es_:signer1:title }}

Date: {{*_es_:signer1:date }}

FEDERAL TAX I.D. NUMBER: {{*TIN_es_:signer1 }}

As required by Section 8.6 ("Notices") of this Agreement, notices shall be sent to the following addresses:

Provider contract notice address:

Error! AutoText entry not defined.

Provider contract notice email address:

{{CNAEmail_es_:signer1 }}

COMPANY

By: {{*_es_:signer2:signature }}

Printed Name: {{*_es_:signer2:fullname }}

Title: {{*_es_:signer2:title }}

Date: {{*_es_:signer2:date }}

As required by Section 8.6 ("Notices") of this Agreement, notices shall be sent to the following addresses:

Company:

Insert Market Address

For Behavioral Health Providers:

Aetna Behavioral Health
1425 Union Meeting Road
PO Box 5
Blue Bell PA 19422

GENERAL TERMS AND CONDITIONS

1.0 PROVIDER OBLIGATIONS

1.1 **General Obligations**. Provider agrees that it and all Group Providers will:

(a) provide Covered Services to Members according to generally accepted standards of care in the applicable geographic area and within the scope of its/their licenses and authorizations to practice;

(b) obtain and maintain all applicable license(s), certification(s), registration(s), authorization(s) and accreditation(s) required by Applicable Law;

(c) comply with all Applicable Law related to this Agreement and the provision of and payment for health care services; Provider represents that neither it nor any Group Provider has been excluded from participation in any Federal or state funded health program, or has a report filed in the National Practitioner Data Bank (NPDB);

(d) comply with Company's credentialing/recredentialing requirements and applicable Participation Criteria; Provider understands that no Group Provider may serve as a Participating Provider until that provider is fully credentialed and approved by the applicable peer review committee;

(e) require all Group Providers in all Provider locations, to provide Covered Services to Members in compliance with the terms of this Agreement; any exceptions must be approved in advance, in writing, by Company;

(f) obtain from Members any necessary consents or authorizations to the release of their medical information and records to governmental entities, Company and Payers, and their agents and representatives;

(g) obtain signed assignments of benefits from all Members authorizing payment for Provider's services to be made directly to Provider instead of to the Member, unless Company specifically directs otherwise or the applicable Plan requires otherwise;

(h) treat all Members with the same degree of care and skill as they treat patients who are not Members; Provider further agrees not to discriminate against Members in violation of Applicable Law or Company Policies;

(i) maintain an ongoing internal quality assurance/assessment program that includes, but is not limited to, the credentialing, supervision, monitoring and oversight of its employees and contractors providing services under this Agreement;

(j) cooperate promptly, during and after the term of this Agreement, with reasonable and lawful requests from Company and Payers for information and records related to this Agreement, as well as with all requests from governmental and/or accreditation agencies. Among other things, Provider agrees to provide Company and Payers with the information and records necessary for them to properly administer claims and the applicable Plan; resolve Member grievances, complaints and appeals; comply with reporting requirements related to the Affordable Care Act (ACA) (including, but not limited to, information related to the ACA's medical loss ratio requirements); perform quality management activities; and fulfill data collection and reporting requirements (e.g., HEDIS).

(k) not provide or accept any kickbacks or payments based on the number or value of referrals in violation of Applicable Law. Unless disclosed in advance to Company and the affected Member, Provider will not accept any referral from persons or entities that have a financial interest in Provider, or make any referrals to persons or entities in which Provider has a financial interest;

(l) refer Members only to other Participating Providers (including, but not limited to pharmaceutical providers and vendors), unless specifically authorized otherwise by Company and/or permitted by the applicable Plan and Company Policies.

(m) unless prohibited by Applicable Law or a violation of a specific peer review privilege, notify Company promptly about any: (i) material litigation brought against Provider or a Group Provider that is related to the provision of health care services to Members and/or that could reasonably have a material impact on the services that Provider renders to Members; (ii) claims against Provider or a Group Provider by governmental agencies including, but not limited to, any claims regarding fraud, abuse, self-referral, false claims, or kickbacks; (iii) change in the ownership or management of Provider; and (iv) material change in services provided by Provider or any loss, suspension or restriction of licensure, accreditation, registration or certification status of Provider or a Group Provider related to those services.

1.2 **Provider and Group Provider Contact and Service Information**. Provider agrees that it has provided Company with contact information, including, but not limited to, a list of Group Providers and Provider locations, that is complete and accurate as of the Effective Date. Provider will notify Company within ten (10) business days of all changes to the list of Group Providers, the services it/they provide and all contact and billing information for Provider and Group Providers. Provider understands that failure to keep all such information current and to periodically confirm its accuracy as reasonably requested by Company, will be a material breach of this Agreement. Company's additional requirements for updating information and the actions it may take if Provider fails to confirm its information are outlined in the Provider Manual and/or related Policies made available to Provider.

1.3 **Compliance with Company Policies**. Provider agrees to comply with Company Policies, including, but not limited, those contained in the Provider Manual, as modified by Company from time to time. If a change in a Company Policy would materially and adversely affect Provider's administration or rates under this Agreement, Company will send Provider at least ninety (90) days advance written notice of the Policy change. Provider understands that Policy changes will automatically take effect on the date specified, unless an earlier date is required by Applicable Law. Provider is encouraged to contact Company to discuss any questions or concerns with Company Policies or Policy changes.

1.4 **Claims Submission and Payment.** Subject to Applicable Law, Provider agrees:

(a) to accept the rates contained in the applicable Service and Rate Schedule(s), regardless of where services are provided, as payment in full for Covered Services (including for services that would be Covered Services but for the Member's exhaustion of benefits (e.g., above the annual maximum)).

(b) that it is responsible for and will promptly pay all Group Providers for services rendered, and that it will require all Group Providers to look solely to Provider for payment;

(c) to submit complete, clean, electronic claims for Covered Services provided by Provider and Group Providers, containing all information needed to process the claims, within one hundred and twenty (120) days of the date of service or discharge, as applicable, or from the date of receipt of the primary payer's explanation of benefits if Company or Payer is the secondary payer. This requirement will be waived if Provider provides notice to Company, along with appropriate evidence, of extraordinary circumstances outside of Provider's control that resulted in a delayed submission.

(d) to respond within forty-five (45) days to Company or Payer requests for additional information regarding submitted claims;

(e) to notify Company of any underpayment or payment/claim denial dispute, within one hundred and eighty (180) days from date of payment and to follow Company's dispute and appeal Policies for resolution;

(f) to notify Company promptly after becoming aware of any overpayment (e.g., a duplicate payment or payment for services rendered to a patient who was not a Member) and to cooperate with Company for the prompt return of any overpayment. In the event of Provider's failure to cooperate with this section, Company shall have the right to offset any overpaid amount against future claims.

(g) that Company and Payers will not be obligated to pay for claims not submitted, completed or disputed/appealed as required above, or that are billed in violation of Applicable Law, this Agreement or Company Policies, and that Members may not be billed for any such claims.

(h) in the event that Provider acquires or takes operational responsibility for another Participating Provider , the then current agreement between Company and such Participating Provider will remain in place and apply to Covered Services provided by such Participating Provider for the longer of: (i) one (1) year; or (ii) the expiration of the then current term of such agreement. Notwithstanding the foregoing, Company may notify Provider with at least sixty (60) days' prior written notice that the terms of this Agreement shall sooner apply to such Participating Provider.

1.5 **Member Billing**. Provider agrees that Members will not be billed or charged any amount for Covered Services, except for applicable copayments, coinsurance and deductible amounts. If services are not reimbursed because of Provider's failure to comply with its obligations under this Agreement (e.g., for late submission of claims), Members may not be billed for those services. A Member may be billed for services that are not Covered Services under the Member's Plan (including for services that are not considered "medically necessary" under a Plan) as long as the Member is informed that those services are not covered and has agreed, in advance, to pay for the services. This section will survive the termination of this Agreement.

2.0 COMPANY OBLIGATIONS

2.1 **General Obligations**. Company agrees that:

(a) unless an exception is stated in the applicable **Product Addendum** (e.g., no ID cards for Workers' Compensation Plans), Company or Payers will: (i) provide Members with a means to identify themselves to Provider; (ii) provide Provider with an explanation of provider payments, a general description of products and a listing of Participating Providers; (iii) provide Provider with a means to check Member eligibility; and (iv) include Provider in the Participating Provider directory(ies) for the applicable Plans.

(b) it, through its applicable Affiliate(s), will be appropriately licensed, where required, to offer, issue and/or administer Plans in the service areas covered by this Agreement;

(c) it is, and will remain throughout the term of this Agreement, in material compliance with Applicable Law related to its performance of its obligations under this Agreement.

(d) it will notify Provider of periodic updates to its Policies as required by this Agreement and make current Policies available to Providers through its provider websites or other commonly accepted media.

2.2 **Claims Payment.** Subject to Applicable Law, the terms of each applicable **Product Addendum(a) and Service and Rate Schedule(s)**, and Company's payment and review Policies (e.g., prepayment review of certain claims), and except for applicable Member copayments, coinsurance and deductibles, Company agrees:

(a) when it is the Payer, to pay Provider for Covered Services rendered to Members; and
(b) when it is not the Payer, to notify the Payer to forward payment to Provider for Covered Services,

within forty-five (45) days of receipt of a clean, complete, undisputed electronic claim. While Company may service or process payment for claims on behalf of Payers who are not Affiliates (e.g., self-funded plan sponsors), Provider acknowledges that Company has no legal or other responsibility for the payment of those claims. However, Company will use commercially reasonable efforts to assist Provider, as appropriate, in collecting payments from Payers.

3.0 NETWORK PARTICIPATION

Provider agrees that it and Group Providers will participate in the Product Categories checked on the signature sheet to this Agreement. Company has the right, upon ninety (90) days written notice to Provider, to:

(a) add Product Categories (e.g., Medicare or a new Product Category not existing as of the Effective Date); and
(b) add types of Plans (e.g., PPO, HMO) and/or specialty programs (e.g., disease management or women's health) in any Product Category.

Company will notify Provider of the rates that will apply for any addition and will, as necessary, send Provider a new or revised **Product Addendum** and **Service and Rate Schedule**.

Provider can decline any addition by notifying Company in writing, within thirty (30) days of receiving Company's notice. A variation of an existing Product Category, Plan type or specialty program at existing terms and rates will not be considered "an addition" under this section.

Company is not required to designate, include, or continue to include Provider, any specific Group Provider(s) or any specific Provider location(s) as a preferred provider or Participating Provider in any specific Product Category, Plan (or Plan variation), product, specialty program or geographic area. Company may operate networks in which Provider is not included, whether for specific Payers/customers or otherwise. In certain situations, Provider may treat a Member of a Plan or Product Category in which Provider does not participate (e.g., a Member traveling out of area, emergency services). In those situations, Company may apply rates and terms (e.g., no balance billing) that Provider has accepted under this Agreement for Covered Services provided to those Members. Not all Product Categories and Plan types are available in all geographic locations.

4.0 CONFIDENTIALITY

Company and Provider agree that Provider's medical records do not belong to Company. Company and Provider agree that the information contained in the claims Provider submits under this Agreement belongs to Company and/or the applicable Payer and may be used by Company and/or the applicable Payer for quality management, plan administration and other lawful purposes. Each Party will maintain and use confidential Member information and records in accordance with Applicable Law. Each Party agrees that the confidential and proprietary information of the other Party is the exclusive property of that other Party and, unless publicly available, each Party agrees to keep the confidential and proprietary information of the other Party strictly confidential and not to disclose it to any third party without the other Party's consent, except: (a) to governmental authorities having jurisdiction; (b) in the case of Company's disclosure, to Members, Payers, prospective or current customers, or consultants or vendors under contract with Company; and (c) in the case of Provider's/Group Providers' disclosure, to Members for the purpose of advising a Member of potential treatment options and costs. Except as otherwise required by Applicable Law, Provider will keep the rates and the development of rates and other terms of this Agreement confidential. However, Provider is encouraged to discuss Company's provider payment methodology with patients, including descriptions of the methodology under which the Provider is paid. In addition, Provider and Group Providers are encouraged to communicate with patients about their treatment options, regardless of benefit coverage limitations. This section will survive the termination of this Agreement.

5.0 ADDITIONAL TERMINATION/SUSPENSION RIGHTS AND OBLIGATIONS

5.1 **Termination of Individual Group Providers**. Company may terminate the participation of one or more individual Group Providers or locations by providing Group with at least ninety (90) days written notice prior to the date of termination.

5.2 **Termination for Breach**. This Agreement may be terminated at any time by either Party upon at least sixty (60) days prior written notice of such termination to the other Party, upon such other Party's material breach of its obligations under this Agreement, unless such material breach is cured within sixty (60) days of the notice of termination.

5.3 **Immediate Termination or Suspension**. Company may terminate or suspend this Agreement with respect to Provider or any Group Provider or location, with written notice to Provider, due to: (a) Provider's or the applicable Group Provider's failure to continue to meet the licensure and other requirements of the applicable

Participation Criteria; (b) bankruptcy or receivership or an assignment by Provider for the benefit of creditors; (c) Provider's or the applicable Group Provider's indictment, arrest or conviction of a felony; or for any indictment, arrest or conviction of criminal charge related to fraud or in any way impairing Provider's or a Group Provider's practice of medicine; (d) the exclusion, debarment or suspension of Provider or a Group Provider from participation in any governmental sponsored program, including, but not limited to, Medicare or Medicaid; (e) change of control of Provider to an entity not acceptable to Company; (f) any false statement or material omission of Provider or a Group Provider in a network participation application and/or related materials; or (g) a determination by Company that Provider's continued participation in provider networks could reasonably result in harm to Members. To protect the interests of patients, including Members, Provider will provide immediate notice to Company of any of the events described in (a)-(f) above. Provider may terminate this Agreement, with written notice to Company due to: (x) Company's failure to continue to maintain the licensure and authorizations required for it to meet its obligations under this Agreement; or (y) Company's bankruptcy or receivership, or an assignment by Company for the benefit of creditors.

5.4 **Obligations Following Termination**. Upon termination of this Agreement for any reason, Provider agrees to provide services, at Company's discretion, to: (a) any Member under Provider's care who, at the time of the effective date of termination, is a registered bed patient at a hospital or facility, until such Member's discharge or Company's orderly transition of such Member's care to another provider; and (b) in any other situation required by Applicable Law. The applicable **Service and Rate Schedule** will apply to all services provided under this section. Upon notice of termination of this Agreement or of participation in a Plan, Provider will cooperate with Company to transfer Members to other providers. Company may provide advance notice of the termination to Members.

5.5 **Obligations During Dispute Resolution Procedures**. In the event of any dispute between the Parties in which a party has provided notice of termination for breach under Section 5.2 above, and the dispute is required to be resolved or is submitted for resolution under Section 7.0 below, the termination of this Agreement shall cease and the Parties shall continue to perform under the terms of this Agreement until the final resolution of the dispute.

6.0 RELATIONSHIP OF THE PARTIES

6.1 **Independent Contractor Status/Indemnification**. Company and Provider are independent contractors, and not employees, agents or representatives of each other. Company and Provider will each be solely liable for its own activities and those of its employees and agents, and neither Company nor Provider will be liable in any way for the activities of the other Party or the other Party's employees or agents. Provider acknowledges that all Member care and related decisions are the responsibility of Provider and/or Group Providers and that Policies do not dictate or control Provider's and/or Group Providers' clinical decisions with respect to the care of Members. Provider agrees to indemnify and hold harmless Company from any and all third party claims, liabilities and causes of action (including, but not limited to, reasonable attorneys' fees) arising out of Provider's and/or Group Providers' provision of care to Members. Company agrees to indemnify and hold harmless Provider and Group Providers from any and all third party claims, liabilities and causes of action (including, but not limited to, reasonable attorneys' fees) arising out of the Company's administration of Plans. This provision will survive the termination of this Agreement.

6.2 **Use of Name**. Provider agrees that its name and other identifying and descriptive material can be used in provider directories and in other materials and marketing literature of Company and Payers, including, but not limited to, in customer bids, requests for proposals, state license applications and/or other submissions. Provider will not use Company's or its Affiliates' or a Payer's names, logos, trademarks or service marks without Company's and/or the applicable Payer's prior written consent.

6.3 **Interference with Contractual Relations**. Provider will not engage in activities that would cause Company to lose existing or potential Members, including but not limited to, advising Company customers, Payers or other entities currently under contract with Company to cancel, or not renew their contracts. Except as required under this Agreement or by a governmental authority or court of competent jurisdiction, Provider will not use or disclose to any third party, membership lists acquired during the term of this Agreement including, but not limited to, for the purpose of soliciting individuals who were or are Members or otherwise to compete with Company.

Nothing in this section is intended or will be deemed to restrict: (a) any communication between Provider and a Member, or a party designated by a Member, that is determined by Provider to be necessary or appropriate for the diagnosis and care of the Member; or (b) notification of participation status with other insurers or plans. This section will survive the termination of this Agreement for a period of one (1) year following termination or expiration.

7.0 DISPUTE RESOLUTION

7.1 **Dispute Resolution** Company will provide an internal mechanism under which Provider can raise issues, concerns, controversies or claims regarding the obligations of the Parties under this Agreement. Provider will exhaust Company's internal mechanism before instituting any arbitration or other permitted legal proceeding. The Parties agree that any discussions and negotiations held during this process will be treated as settlement negotiations and will be inadmissible into evidence in any court proceeding, except to prove the existence of a binding settlement agreement.

7.2 **Arbitration**. Any controversy or claim arising out of or relating to this Agreement, including breach, termination, or validity of the Agreement, except for injunctive relief or any other form of equitable relief, will be settled by confidential, binding arbitration, in accordance with the Commercial Rules of the American Arbitration Association (AAA). **COMPANY AND PROVIDER UNDERSTAND AND AGREE THAT, BY AGREEING TO THIS ARBITRATION PROVISION, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT.** The arbitrator may award only compensatory damages for breach of contract, and is not empowered to award punitive, exemplary or extra-contractual damages. Where a Party's claim is for greater than Ten Million Dollars ($10,000,000), a panel of three (3) arbitrators (one chosen by each Party and the third to be a former Federal district court judge agreed upon by the Parties) will preside over the matter, unless the Parties agree otherwise. If a Party's claim is for less than Ten Million Dollars ($10,000,000), a single (1) arbitrator will preside over the matter, unless the Parties agree otherwise. The arbitrator(s) are bound by the terms of this arbitration provision. In the event a Party believes there is a clear error of law and within thirty (30) days of receipt of an award of $250,000 or more (which shall not be binding if an appeal is taken), a Party may notify the AAA of its intention to appeal the award to a second arbitrator (the "Appeal Arbitrator"), designated in the same manner as the original, except that the Appeal Arbitrator must have at least twenty (20) years' experience in the active practice of law or as a judge. The award, as confirmed, modified or replaced by the Appeal Arbitrator, shall be final and binding, and judgment thereon may be entered by any court having jurisdiction thereof. No other arbitration appeals may be made. Except as may be required by law or to the extent necessary in connection with a judicial challenge, permitted appeal, or enforcement of an award, neither a Party nor an arbitrator may disclose the existence, content, record, status or results of dispute resolution discussions or an arbitration. Any information, document, or record (in whatever form preserved) referring to, discussing, or otherwise related to dispute resolution discussions or arbitration, or reflecting the existence, content, record, status, or results of dispute resolution discussions or arbitration is confidential. The Parties are entitled to take discovery consistent with the Federal Rules of Civil Procedure (including, but not limited to, document requests, expert witness reports, interrogatories, requests for admission and depositions). This section will survive the termination of this Agreement.

8.0 MISCELLANEOUS

8.1 **Entire Agreement**. This Agreement and any addenda, schedules, exhibits or appendices to it constitutes the entire understanding of the Parties and supersedes any prior agreements related to the subject matter of this Agreement. If there is a conflict between the **General Terms and Conditions** and a **Product Addendum** or **Service and Rate Schedule**, the terms of the applicable **Product Addendum** and corresponding **Service and Rate Schedule** will prevail for that Product Category. If there is a conflict between an applicable **State Compliance Addendum** and any other part of the Agreement, the terms of the **State Compliance Addendum** will prevail, but only with respect to the particular line of business (e.g., fully insured HMO) or Product Category.

8.2 **Waiver/Governing Law/Severability/No Third Party Beneficiaries/Headings**. The waiver by either Party of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach of this Agreement. Except as otherwise required by Applicable Law, this Agreement will be governed in all respects by the laws of the state where Provider is located, without regard to such state's choice of law provisions. Any determination that any provision of this Agreement or any application of it is invalid, illegal or unenforceable in any respect in any instance will not affect the validity, legality and enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provision of this Agreement. Other than as expressly set forth in this Agreement, no third persons or entities are intended to be or are third party beneficiaries of or under the Agreement, including, but not limited to, Members. Headings in the Agreement are for convenience only and do not affect the meaning of the Agreement.

8.3 **Limitation of Liability**. A Party's liability, if any, for damages to the other Party related to this Agreement, will be limited to the damaged Party's actual damages. Neither Party will be liable to the other for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind. This section will survive the termination of this Agreement.

8.4 **Assignment**. Provider may not assign this Agreement without Company's prior written consent. Company may assign this Agreement, in whole or in part, from time to time. To support a partial assignment, Company may duplicate this Agreement, including one or more of the relevant **Product Addenda** and **Service and Rate Schedules**, and assign the duplicate while retaining all or part of the original. If Company sells all or a portion of a Product Category in which Provider participates (e.g., a line of business), Company may also create and assign to the purchaser a duplicate of this Agreement including the relevant **Product Addenda** and **Service and Rate Schedules**. If Company assigns this Agreement to any entity other than an Affiliate, Company will provide advance written notice to Provider.

8.5 **Amendments**. This Agreement will be deemed to be automatically amended to conform with all Applicable Law promulgated at any time by any state or Federal regulatory agency or governmental authority. Additionally, Company may amend this Agreement, upon at least ninety (90) days prior written notice to Provider. If Provider is not willing to accept an Amendment that is not required by Applicable Law, it may terminate the Agreement, with at least sixty (60) days written notice to Company in advance of the effective date of the Amendment.

8.6 **Notices**. Notices required to terminate or non-renew the Agreement or to decline participation in a new Product Category or Plan/program, must be sent by U.S. mail, nationally recognized courier, or electronic mail (with proof of delivery in any case), to the applicable Party's most currently updated address. Any other notices required under this Agreement may be sent by letter, electronic mail or other generally accepted media, to the applicable Party's last updated address.

8.7 **Non-Exclusivity**. This Agreement is not exclusive, and does not preclude either Party from contracting with any other person or entity for any purpose.

DEFINITIONS

Affiliate. Any corporation, partnership or other legal entity, that is directly or indirectly owned or controlled by, or which owns or controls, or which is under common ownership or control with Company. Plans may be offered by separate Company Affiliates and each of those Affiliates is considered to be a Party to this Agreement.

Applicable Law. All applicable Federal and state laws, regulations and governmental directives related to this Agreement, as well as, with respect to Provider, applicable accreditation agency/organization requirements.

Covered Services. Those health care and related services for which a Member is entitled to receive coverage or program benefits under a Plan.

Group Provider. A health care provider (a) employed by Provider or (b) who, through a contract or arrangement with Provider, provides services to Members for which Provider is reimbursed under this Agreement or who otherwise bills for services under this Agreement, whether on a regular or on call basis. Group Provider includes all of the persons and entities that provide services to Members in any of Provider's practice arrangements or locations and under any of its tax identification numbers, unless specifically excluded, as explained in the Agreement.

Member. A person covered by or enrolled in a Plan. Member includes the subscriber and any of the subscriber's eligible dependents.

Participating Provider. A health care provider that participates in Company's participating provider network(s) for the applicable Plan.

Participation Criteria. The participation criteria (e.g., office standards, DEA requirements, etc.) that apply to various types of Participating Providers under Company Policies.

Party. Company or Provider, as applicable.

Payer. A person or entity that is authorized to access one or more networks of Participating Providers and that: (a) is financially responsible for funding or underwriting payments for benefits provided under a Plan; or (b) is not financially responsible to fund or underwrite benefits, but which contracts directly or indirectly with persons or entities that are financially responsible to pay for Covered Services provided to Members. Payers include, but are not limited to, Company, insurers, self-funded employers, third party administrators, labor unions, trusts, and associations.

Plan. A health care benefits plan or program for which Provider serves as a Participating Provider; the terms of each specific Plan are outlined in the applicable summary plan description, certificate of coverage, evidence of coverage, or other coverage or program document.

Policies. Company's policies and procedures that relate to this Agreement, including, but not limited to, Participation Criteria; Provider Manuals; clinical policy bulletins; credentialing/recredentialing, utilization management, quality management, audit, coordination of benefits, complaint and appeals, and other policies and procedures (as modified from time to time), that are made available to Provider electronically or through other commonly accepted media. Policies may vary by Affiliate, Product Category and/or Plan.

Product Category. A category of health benefit plans or products (e.g., Commercial Health, Medicare, Workers' Compensation) in which Provider participates under this Agreement, as more fully described on the applicable **Product Addendum(a)**.

Provider Manual. Company's handbook(s), manual(s) and guide(s) applicable to various types of Participating Providers and Product Categories.

STATE COMPLIANCE ADDENDUM
FOR NEVADA
COMMERCIAL HEALTH PRODUCTS
(Provider Agreement)

The State Compliance Addendum attached to this Agreement is expressly incorporated into this Agreement and is binding upon the Parties to this Agreement. In the event of any inconsistent or contrary language between the State Compliance Addendum and any other part of this Agreement, including but not limited to exhibits, attachments, or amendments, the Parties agree that the provisions of the State Compliance Addendum shall prevail, but, if applicable, only with respect to a particular line of business (*e.g.*, fully-insured HMO) and/or Product Category. For purposes of this State Compliance Addendum, the term "Provider" shall mean the health care facility, hospital, or provider executing the Agreement, as identified on the first page of the Agreement.

Signature Page

The following shall be added to the end of the "Term" paragraph:

> "Notwithstanding anything to the contrary in this Agreement, in accordance with NAC 695C.190(3) this Agreement shall be effective for at least one (1) year, subject to the rights of termination set forth in this Agreement."

1.1 General Obligations

The following shall be added to the end of subsection (a) of Section 1.1 General Obligations:

> "Provider shall provide all medically necessary Covered Services to each Member for the period for which a premium has been paid to Company."

The following shall be added to the end of subsection (h) of Section 1.1 General Obligations:

> "Provider shall furnish Covered Services to all Members without regard to the Members' participation in any Plan as a private purchaser or as a participant in a publicly financed program of health care services; *provided, however*, that this requirement does not apply to circumstances where Provider should not render services due to limitations arising from a lack of training, experience, or skill, or from licensing restrictions."

The following shall be added to the end of subsection (i) of Section 1.1 General Obligations:

> "Provider shall participate in any quality-assurance program adopted by Company and shall provide access to medical records for purposes of quality reviews conducted by Company, or by authorized government agencies or third parties."

The following shall be added to the end of subsection (j) of Section 1.1 General Obligations:

> "Without limiting the foregoing, Provider shall make health records available (i) to appropriate state and federal authorities involved in assessing the quality of care provided to Members, and/or in investigating the grievances or complaints of Members, and (ii) as necessary to comply with applicable state and federal laws related to the confidentiality of medical and health records and the Members' right to see, obtain copies of, or amend their medical and health records."

The following shall be added as new subsection (n) of Section 1.1 General Obligations:

> "If Provider is a federally qualified health center (a/k/a FQHC), Provider shall comply with all regulatory requirements related to FQHCs, including without limitation certification for participation in any applicable state or federal program, and requirements relating to the appropriate credentials for providers of health care."

1.5 Member Billing

The following shall be added to the end of Section 1.5 Member Billing:

"1.5.1 No Member Liability. Provider releases Members from liability for the cost of Covered Services rendered pursuant to the Agreement. If Company fails to pay for Covered Services for any reason, including but not limited to insolvency or breach of the Agreement, Members shall not be liable to Provider for any money owed to Provider pursuant to the Agreement. Neither Provider nor its agent(s), trustee(s), or assignee(s) may maintain an action at law or attempt to collect from a Member any money that Company owes to Provider. This provision does not prohibit the collection of any uncovered charges that a Member agreed to pay or the collection of any copayment from a Member. This provision survives termination of the Agreement, regardless of the reason for termination.

1.5.2 Holding Members Harmless. In addition to the requirements set forth in Sections 1.5 and 1.5.1 above, and to ensure compliance with NRS 687B.690 and NRS 687B.710, Provider agrees that in no event, including but not limited to nonpayment by Company or any applicable intermediary, the insolvency of Company or any applicable intermediary, or the breach of this Agreement, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration, or reimbursement from, or have any recourse against, a Member or any person (other than Company or any applicable intermediary) acting on behalf of Member for health care services provided under this Agreement. For the sake of clarity, this provision does not prohibit Provider from collecting coinsurance, deductibles, or copayments, as may be specifically provided for in the evidence of coverage, or collecting fees for uncovered services delivered on a fee-for-service basis to Members. Furthermore, this provision does not prohibit Provider (unless Provider is employed full-time on the staff of Company and has agreed to provide health care services exclusively to Company's Members and no others) and a Member from agreeing to continue health care services solely at the expense of Member, so long as Provider has clearly informed Member that Company may not cover or continue to cover specific health care service(s). Except as provided herein, this provision does not prohibit Provider from pursuing any available legal remedy.

The provisions in this Section 1.5.2 shall be construed in favor of the Members, shall survive the termination of the Agreement regardless of the reason for the termination, including without limitation the insolvency of Company or any applicable intermediary, and shall supersede any oral or written contrary agreement between Provider and any Member or the representative of any Member if the contrary agreement is inconsistent with these provisions."

2.1 General Obligations

The following shall be added to the end of Section 2.1 General Obligations:

"(e) it shall establish mechanisms and procedures by which Provider: (a) will be notified on an ongoing basis of the specific health care services that are Covered Services under the Plans and for which Provider will be responsible, including without limitation any restrictions or conditions on such Covered Services; (b) may seek to resolve administrative, payment, or other disputes that Provider may have with Company; and (c) may determine, in a timely manner at the time health care services are to be provided to an individual, whether that individual is a Member under a Plan and/or is within a grace period (as may be applicable) for the payment of a premium during which Company may hold a claim for Covered Services pending receipt of the payment of that premium.

(f) if either of the following events occurs, it shall provide written notice of such event to Provider as soon as practicable after such event occurs: (i) a court determines Company or any applicable intermediary to be insolvent; or (ii) Company or any applicable intermediary otherwise ceases operations.

(g) it shall notify Provider of Provider's responsibilities under the Agreement with respect to any applicable administrative policies and programs of Company, including without limitation those concerning: (i) terms of payment; (ii) utilization review; (iii) quality assessment and improvement; (iv) credentialing; (v) procedures for grievances and appeals; (vi) requirements for data reporting; (vii) requirements for timely notice to Company of changes in Provider's practices, such as the Provider no longer accepting new patients; (viii) requirements for confidentiality; and (ix) any applicable federal or state programs. Company shall furthermore notify Provider of Provider's obligations, if any, under the Agreement (i) to collect

applicable coinsurance, copayments, or deductibles from Members pursuant to the evidence of coverage, and/or (ii) to notify Members of their respective personal financial obligations for health care services that are not Covered Services.

(h) it shall not offer or pay any type of material inducement, bonus, or other financial incentive to Provider to deny, reduce, withhold, limit, or delay specific medically necessary health care services to a Member, or to encourage or otherwise incent Provider to deliver health care services to a Member which are less than those which are medically necessary; *provided, however*, that nothing in this provision shall prohibit an arrangement for payment between Company and Provider that uses capitation or other financial incentives, so long as such arrangement is designed to provide an incentive to Provider to use health care services effectively and consistently in the best interest of the health care of the Member.

(i) Upon execution of the Agreement, it shall notify Provider of all provisions of this Agreement and any documents incorporated by reference into this Agreement. During the term of this Agreement, Company shall provide Provider with timely notice of any changes to the provisions of this Agreement, or to any documents incorporated by reference therein, that would result in a material change in the Agreement. For purposes of this provision, the terms "material change" and "timely notice" shall have the same meanings that are ascribed to those respective concepts in Section 1.3 (Compliance with Company Policies) of the Agreement. Specifically, (a) "material change" shall mean a change to the Agreement that would materially and adversely affect Provider's administration or rates under the Agreement, would have a significant impact on Provider's administration or operations, or would create a material adverse financial impact for Provider; and (b) "timely notice" shall mean at least ninety (90) days' advance written notice to Provider of that change, with Provider required to deliver to Company a written objection to that change within sixty (60) days of Company's notice, specifying the basis for Provider's concern/objection, or else the change shall automatically take effect.

(j) it shall notify Provider of Provider's status as a participating provider in Company's network and Provider's inclusion in any list of network providers that Company maintains, and Company shall do so in a timely manner upon Provider's request and/or upon any change to Provider's network status or to Provider's inclusion in any list of network providers."

2.2 Claims Payment

Section 2.2 Claims Payment shall be deleted and replaced with the following:

"2.2 Claims Payment. Subject to Applicable Law, the terms of each applicable **Product Addendum(a) and Service and Rate Schedule(s)**, and Company's payment and review Policies (*e.g.*, prepayment review of certain claims), and except for applicable Member copayments, coinsurance and deductibles, Company agrees:

(a) when it is the Payer, to pay Provider for Covered Services rendered to Members; and
(b) when it is not the Payer, to notify the Payer to forward payment to Provider for Covered Services,

within thirty (30) days of receipt of a clean, complete, undisputed electronic claim. For the sake of clarity, Company shall approve or deny a claim for services within thirty (30) days after it receives the claim, except as provided below. If the claim is approved, Company shall pay the claim within thirty (30) days after it is approved. If Company requires additional information to determine whether to approve or deny the claim, it shall notify Provider of its request for additional information within twenty (20) days after it receives the claim. In such event, Company shall approve or deny the claim within thirty (30) days after receiving the additional information requested; and if the claim is approved, Company shall pay the claim within thirty (30) days after the claim is approved. Company shall not ask Provider to resubmit information that Provider has already provided, unless Company provides a legitimate reason for the request and the purpose of the request is not to delay payment of the claim, harass Provider, or discourage the filing of claims. Company shall not pay only part of a claim that has been approved and is fully payable. If any approved claim is not paid as set forth in this provision, Company shall pay interest on the claim at a rate of interest equal to the prime rate at the largest bank in Nevada, as ascertained by the Commissioner of Financial Institutions, on January 1 or July 1, whichever last occurred, immediately preceding the date on which the payment was due, plus six (6) percent. The interest shall be calculated from thirty (30) days after the date on which the claim is approved until the date on which the claim is paid. The payment of interest provided for in this section for the late

payment of an approved claim may be waived only if the payment was delayed because of an act of God or another cause beyond the reasonable control of Company.

While Company may service or process payment for claims on behalf of Payers who are not Affiliates (*e.g.*, self-funded plan sponsors), Facility acknowledges that Company has no legal or other responsibility for the payment of those claims. However, Company will use commercially reasonable efforts to assist Facility, as appropriate, in collecting payments from Payers.

To the extent this Agreement provides for per capita payments to Provider, such payments must be (a) paid in advance without regard to the time services are rendered or the extent of those services; and (b) based upon an actuarial computation of the expected cost of those services. Such per capita payment (y) may be reduced by the amount withheld pursuant to the Agreement as an incentive for the effective use of health care services; and (z) may not reflect any payment made by a Member to Provider in accordance with the schedule filed with and approved by the Nevada Division of Insurance. Notwithstanding the foregoing, nothing in this provision shall prohibit Company and Provider from agreeing to prospective or retroactive adjustments of the per capita payment that reflect an increase in the number of Members or additional services tendered by Provider."

3.0 Network Participation

The following shall be added to the end of Section 3.0 Network Participation:

"Furthermore, in accordance with NRS 687B.693 *et seq.*, Company may enter into agreements that authorize certain third parties to obtain the rights and responsibilities of Company under this Agreement (as if those third parties were the health carrier), including the right to access Provider's services and contractual discounts under this Agreement based on the rates that Provider has accepted hereunder. In all such agreements, Company shall require those third parties to comply with all applicable terms, limitations, and conditions of this Agreement. A list of all such third parties in existence as of the Effective Date of this Agreement is available on Company's provider websites at **www.aetnaeducation.com** (select 'Reference Tools,' then 'Aetna Signature Administrators') and at **www.directprovider.com** (Company's 'First Health' client list)."

4.0 Confidentiality

The following shall be added to the end of Section 4.0 Confidentiality:

"Provider shall retain all books, records, reports, and statements relevant to the Agreement a minimum of six (6) years, provided that the health care records of a person who is less than the age of 23 years may not be destroyed. The health care records of a person who has attained the age of 23 years may be destroyed if they have been retained for at least five (5) years or for any longer period provided by federal law. The retention period runs from the date of payment for the relevant goods or services, or from the date of termination of the Agreement, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue."

5.2 Termination for Breach

Section 5.2 Termination for Breach shall be deleted and replaced with the following:

"5.2 Termination for Breach. This Agreement may be terminated at any time by either Party upon at least ninety (90) days' prior written notice of such termination to the other Party, upon such other Party's material breach of its obligations under this Agreement, unless such material breach is cured within ninety (90) days of the notice of termination."

5.4 Obligations Following Termination

The following shall be added after the first sentence of Section 5.4 Obligations Following Termination:

"If the Agreement is terminated by Company for reasons other than medical incompetence or professional misconduct of Provider, Provider shall continue to provide Covered Services to Members who are undergoing a medically necessary course of treatment until the later of the 120th day after the Agreement is terminated or, with

respect to Members who are pregnant, until the 45th day after delivery or the date the pregnancy otherwise ends. During this continuation period, Provider agrees to accept the reimbursement rates and terms of participation in effect under the Agreement before its termination. Provider furthermore agrees not to seek payment from Members for any service provided by Provider during this continuation period that Provider could not have received from Member(s) if the Agreement were still in effect."

The following shall be added to the end of Section 5.4 Obligations Following Termination:

"Provider shall transfer or otherwise arrange for the maintenance of the records of Members who are patients of Provider if the Agreement is terminated for any reason or if Provider otherwise leaves the participating panel of providers associated with Company.

In addition to the requirements set forth above, and to ensure compliance with NRS 687B.700 and NRS 687B.710, Provider agrees that if Company or any applicable intermediary becomes insolvent or otherwise ceases operations, Provider shall continue to deliver Covered Services to any Member without billing that Member for any amount other than coinsurance, deductibles, or copayments, as may be specifically provided for in the evidence of coverage, until the earlier of the date on which that Member's coverage with Company is cancelled pursuant to NRS 687B.310 or the date on which the Agreement would have terminated if Company or intermediary, as applicable, had remained in operation, in either case after factoring in any extension of coverage provided pursuant to (a) the terms of the contract between Company and that Member, (b) NRS 689A.04036, 689B.0303, 695B.1901, 695C.1691, and 695G.164, as applicable, or (c) any applicable federal law for covered persons who are in an active course of treatment or are totally disabled. The provisions in this paragraph shall be construed in favor of the Members, shall survive the termination of the Agreement regardless of the reason for the termination, including without limitation the insolvency of Company or any applicable intermediary, and shall supersede any oral or written contrary agreement between Provider and any Member or the representative of any Member if the contrary agreement is inconsistent with these provisions.

To the extent that Company's Plan, and/or the services that Provider renders to Members covered thereunder, are subject to NRS 689B.061 and NRS 689B.120(7)–(8), then the following provisions shall additionally govern: (a) if Provider operates a facility in which a Member is confined when Provider terminates this Agreement, then Provider shall render services to that Member for the duration of his/her confinement at the rate negotiated under the Agreement before it terminated, at no additional cost to the Member; and (b) if a Member obtains prior authorization for services to be rendered by Provider and Provider subsequently terminates this Agreement, then Provider shall render such services to that Member at the rate negotiated under this Agreement before it terminated, at no additional cost to the Member."

6.0 Relationship of the Parties

The following shall be added to the end of Section 6.0 Relationship of the Parties:

"6.4 Provider Protections. Company shall not terminate the Agreement, and shall not demote, refuse to contract with, or refuse to compensate Provider, solely because Provider in good faith: (a) advocates in private or in public on behalf of a Member; (b) assists a Member in seeking reconsideration of a decision by Company to deny coverage for a health care service; or (c) reports a violation of law to an appropriate authority. Furthermore, Company shall not (a) prohibit Provider from discussing any specific treatment option or all treatment options with a Member irrespective of Company's position on the treatment option(s); (b) restrict or interfere with any communication between Provider and its patients regarding any information that Provider determines is relevant to the health care of its patients; (c) prohibit Provider from advocating on behalf of a Member within any utilization-review process or any process for grievances or appeals established by Company or by any person or entity contracting with Company; (d) prohibit Provider from advocating on behalf of a Member in accordance with any rights or remedies available under applicable state or federal law; or (e) penalize Provider for reporting to state or federal authorities, in good faith, any act or practice by Company that jeopardizes the health or welfare of any Member."

8.4 Assignment

Section 8.4 Assignment shall be deleted and replaced with the following:

"8.4 Assignment. Neither Company nor Provider shall assign, transfer, or delegate any rights, obligations, or responsibilities under the Agreement without the prior written consent of the other Party. For the sake of clarity and if Provider consents: (a) Company may partially assign this Agreement by duplicating this Agreement, including one or more of the relevant **Product Addenda** and **Service and Rate Schedules**, and assigning the duplicate while retaining all or part of the original; and (b) if Company sells all or a portion of a Product Category in which Provider participates (*e.g.*, a line of business), Company may also create and assign to the purchaser a duplicate of this Agreement including the relevant **Product Addenda** and **Service and Rate Schedules**."

8.5 Amendments

The following shall be added to the end of Section 8.5 Amendments:

"Furthermore, and notwithstanding anything to the contrary in this Section, in Section 1.3 (Compliance with Company Policies), or in Section 3.0 (Network Participation), Company may modify its schedule of payments under this Agreement, including the fee schedule applicable to Provider, consistent with NRS 689B.015(3) and NRS 695C.125, by providing forty-five (45) days' written notice to Provider. If Provider fails to object in writing to that modification within that 45-day notice period, the modification shall automatically become effective at the end of that period. If Provider objects in writing to that modification within that 45-day period, the modification shall not become effective unless agreed to by both Parties in writing."

8.0 Miscellaneous

The following shall be added as a new Section 8.8 Insurance at the end of Section 8.0 Miscellaneous:

"8.8 Insurance. Provider shall provide Company with proof of insurance against loss resulting from injuries to third parties from Provider's practice or a reasonable substitute for such insurance as determined by Company. Provider shall indemnify Company for any liability resulting from the health care services rendered by Provider. Provider furthermore agrees to provide and maintain workers' compensation insurance as required by NRS 616B.627. In the event of cancellation of insurance coverage, Provider shall immediately notify Company of such cancellation."

Additional Requirements For Health Plans Offered Under the Nevada Health Link Health Insurance Exchange

To the extent that (i) Company offers any health plans under the Nevada Health Link state-designated health-insurance exchange, and (ii) Provider is a participating provider in such health plans under the terms of the Agreement, then the following additional terms shall apply to Provider, and to any subcontracting arrangement that Provider enters into, with respect to the services that it renders to Members who are covered under any such health plans: (a) Provider shall comply with all applicable provisions of the Patient Protection and Affordable Care Act and the regulations promulgated thereunder; and (b) Provider shall comply with, and shall render all Covered Services in a manner consistent with and otherwise in compliance with, the applicable terms and conditions set forth in Company's issuer agreement with the Silver State Health Insurance Exchange a/k/a SSHIX (and/or such other requirements or guidelines applicable to Company as the issuer of a qualified health plan (QHP) in the State of Nevada).

HOSPITAL AGREEMENT

Aetna Network Services LLC, on behalf of itself and its Affiliates ("Company"), and _____, on behalf of itself and any and all of its Hospital Providers and locations ("Hospital or Provider"), are entering into this Hospital Agreement (the "Agreement"), as of the Effective Date listed below.

The Agreement includes this cover/signature page, the **General Terms and Conditions** and **Definitions** that follow. It also includes one or more of the following parts:

i) **State Compliance Addenda** that contain state-specific requirements for various Product Categories;
ii) **Product Addenda** that include additional requirements for specific Product Categories;
iii) **Service and Rate Schedules** that go along with the various Product Addenda;
iv) **Appendices** and/or other attachments containing definitions and/or other information.

As of the Effective Date, Hospital agrees to participate in each Product Category checked below. Important information on how Product Categories can be added to or deleted from this list is contained in the Agreement.

	PRODUCT CATEGORIES
	Commercial Health
	Medicare
	Medical Rental Network
	Workers' Compensation Network
	Auto Network
	Institutes of Excellence® (IOE) Transplant Program (subject to separate approval by Company)
	Medicaid
	[Other]

EFFECTIVE DATE:

TERM: This Agreement begins on the Effective Date, continues for an initial term of [_____year], and then automatically renews for consecutive one (1) year terms. The Agreement may be terminated by either Party at any time after the initial term, or non-renewed at the end of the initial or any subsequent term, for any reason or no reason at all, with at least one hundred and eighty (180) days advance written notice to the other Party. Additional termination provisions are included in the Agreement.

The undersigned representative of Hospital has read and understood this Agreement, has had the opportunity to review it with an attorney of Hospital's choice, and is authorized to bind Hospital, including all Hospital Providers and Hospital locations, to the terms of the Agreement.

HOSPITAL

By: {{*_es_:signer1:signature }}

Printed Name: {{*_es_:signer1:fullname }}

Title: {{*_es_:signer1:title }}

Date: {{*_es_:signer1:date }}

FEDERAL TAX I.D. NUMBER: {{*TIN_es_:signer1 }}

As required by Section 8.7 ("Notices") of this Agreement, notices shall be sent to the following addresses:

Hospital contract notice address:

Error! AutoText entry not defined.

Hospital contract notice email address:

{{CNAEmail_es_:signer1 }}

COMPANY

By: {{*_es_:signer2:signature }}

Printed Name: {{*_es_:signer2:fullname }}

Title: {{*_es_:signer2:title }}

Date: {{*_es_:signer2:date }}

As required by Section 8.7 ("Notices") of this Agreement, notices shall be sent to the following addresses:

Company:

GENERAL TERMS AND CONDITIONS

1.0 HOSPITAL OBLIGATIONS

1.1 **General Obligations**. Hospital agrees that it and all Hospital Providers will:

(a) provide Covered Services, including any related facilities, equipment, personnel and/or other resources necessary to provide the Covered Services, to Members according to generally accepted standards of care in the applicable geographic area, and within the scope of its/their licenses and authorizations to practice;

(b) obtain and maintain all applicable license(s), certification(s), registration(s), authorization(s) and accreditation(s) required by Applicable Law and conduct all credentialing, privileging, and re-appointment in accordance with Applicable Law and its medical staff by-laws, regulations, and policies;

(c) comply with all Applicable Law related to this Agreement and the provision of and payment for health care services; Hospital represents that neither it nor any Hospital Provider has been excluded from participation in any Federal or state funded health program, or has a report filed in the National Practitioner Data Bank (NPDB);

(d) comply with Company's credentialing/recredentialing requirements and applicable Participation Criteria; Hospital understands that no Hospital Provider may serve as a Participating Provider until that provider is fully credentialed and approved by the applicable peer review committee;

(e) require all Hospital locations, to provide Covered Services to Members in compliance with the terms of this Agreement; any exceptions must be approved in advance, in writing, by Company;

(f) obtain from Members any necessary consents or authorizations to the release of their medical information and records to governmental entities, Company and Payers, and their agents and representatives;

(g) obtain signed assignments of benefits from all Members authorizing payment for Hospital's services to be made directly to Hospital instead of to the Member, unless the applicable Plan requires otherwise;

(h) treat all Members with the same degree of care and skill as they treat patients who are not Members; Hospital further agrees not to discriminate against Members in violation of Applicable Law or Company Policies;

(i) maintain an ongoing internal quality assurance/assessment program that includes, but is not limited to, the credentialing, supervision, monitoring and oversight of its employees and contractors providing services under this Agreement;

(j) cooperate promptly, during and after the term of this Agreement, with reasonable and lawful requests from Company and Payers for information and records related to this Agreement, as well as with all requests from governmental and/or accreditation agencies. Among other things, Hospital agrees to provide Company and Payers with the information and records necessary for them to properly administer claims and the applicable Plan; resolve Member grievances, complaints and appeals; comply with reporting requirements related to the Affordable Care Act (ACA) (including, but not limited to, information related to the ACA's medical loss ratio requirements); perform quality management activities; and fulfill data collection and reporting requirements (e.g., HEDIS);

(k) not provide or accept any kickbacks or payments based on the number or value of referrals in violation of Applicable Law. Unless disclosed in advance to Company and the affected Member, Hospital will not accept any referral from persons or entities that have a financial interest in Hospital, or make any referrals to persons or entities in which Hospital has a financial interest;

(l) refer Members only to other Participating Providers (including, but not limited to pharmaceutical providers and vendors), unless specifically authorized otherwise by Company and/or permitted by the applicable Plan and Company Policies;

(m) unless prohibited by Applicable Law or a violation of a specific peer review privilege, notify Company promptly about any: (i) material litigation brought against Hospital or a Hospital Provider that is related to the provision of health care services to Members and/or that could reasonably have a material impact on the services that Hospital renders to Members; (ii) claims against Hospital or a Hospital Provider by governmental agencies including, but not limited to, any claims regarding fraud, abuse, self-referral, false claims, or kickbacks, that could reasonably have a material impact on Hospital's ability to provide services to Members or to participate in Medicare or Medicaid programs; (iii) investigation or action taken by The Joint Commission (TJC) and/or other applicable accrediting organization that could adversely affect Hospital's accreditation status; (iv) change in the ownership or management of Hospital; (v) material change in services provided by Hospital (e.g., a significant decrease in medical staff or the closure of a service unit or a material decrease in beds or emergency services departments) or any loss, suspension or restriction of licensure, accreditation, registration or certification status of Hospital or a Hospital Provider related to those services;

(n) mutually commit, together with Company, to the promotion of Member safety and clinical quality, including the prevention of potentially avoidable serious adverse events. Hospital agrees to comply with Company's Patient Safety Events and related policies, and any successor policies, including, but not limited to, notification to applicable reporting agencies; root cause analysis; corrective action; and the waiver of directly related charges for certain events. Hospital agrees to publicly report patient safety and quality information at least annually, to one or more external reporting entities, including but not limited to: CMS Quality Reporting Program; TJC; Leapfrog Hospital Survey; and March of Dimes 39-Week Initiative.

1.2 **Hospital Contact and Service Information**. Hospital agrees that it has provided Company with contact information that is complete and accurate as of the Effective Date. Hospital will notify Company within ten (10) business days of all changes to the list of Hospital Providers, the services it/they provide and all contact and billing information for Hospital and Hospital Providers. Hospital understands that failure to keep all such information current and to periodically confirm its accuracy as reasonably requested by Company, will be a material breach of this Agreement. Company's additional requirements for updating information and the actions it may take if Hospital fails to confirm its information are outlined in the Provider Manual and/or related Policies made available to Hospital.

1.3 **Compliance with Company Policies**. Hospital agrees to comply with Company Policies of which Hospital knows or reasonably should have known, including, but not limited to, those contained in the Provider Manual, as modified by Company from time to time. If a change in a Company Policy would materially and adversely affect Hospital's administration or rates under this Agreement, Company will send Hospital at least ninety (90) days advance written notice of the Policy change. Hospital understands that Policy changes will automatically take effect on the date specified, unless an earlier date is required by Applicable Law. If Hospital objects to a Policy change that will have a significant impact on Hospital's administration or operations or will create a material adverse financial impact for Hospital, it shall, within sixty (60) days of Company's notification, provide Company with written notice, specifying the basis for its concern; in such event, the Parties will negotiate, in good faith, an appropriate amendment, if any, to this Agreement. Hospital is encouraged to contact Company to discuss any questions or concerns with Company Policies or Policy changes.

1.4 **Claims Submission and Payment**. Subject to Applicable Law, Hospital agrees:

(a) to accept the rates contained in the applicable Service and Rate Schedule(s), regardless of where services are provided, as payment in full for Covered Services (including for services that would be Covered Services but for the Member's exhaustion of benefits (e.g., above the annual maximum));

(b) that it is responsible for and will promptly pay all Hospital Providers for services rendered, and that it will require all Hospital Providers to look solely to Hospital for payment;

(c) to submit complete, clean, electronic claims for Covered Services provided by Hospital and Hospital Providers, containing all information needed to process the claims, within one hundred and twenty (120) days of the date of service or discharge, as applicable, or from the date of receipt of the primary payer's explanation of benefits if Company or Payer is the secondary payer. This requirement will be waived if Hospital provides notice to Company, along with appropriate evidence, of extraordinary circumstances outside of Hospital's control that resulted in a delayed submission;

(d) to respond within forty-five (45) days to Company or Payer requests for additional information regarding submitted claims;

(e) to notify Company of any underpayment or payment/claim denial dispute within one hundred and eighty (180) days from date of payment, and to follow Company's dispute and appeal Policies for resolution;

(f) to notify Company promptly after becoming aware of any overpayment (e.g., a duplicate payment or payment for services rendered to a patient who was not a Member) and to cooperate with Company for the prompt return of any overpayment. In the event of Hospital's failure to cooperate with this section, Company shall have the right to offset any overpaid amount against future claims;

(g) that Company and Payers will not be obligated to pay for claims not submitted, completed or disputed/appealed as required above, or that are billed in violation of Applicable Law, this Agreement or Company Policies, and that Members may not be billed for any such claims;

(h) in the event that Hospital acquires or takes operational responsibility for another Participating Provider, the then current agreement between Company and such Participating Provider will remain in place and apply to Covered Services provided by such Participating Provider for the longer of: (i) one (1) year; or (ii) the expiration of the then current term of such agreement. Notwithstanding the foregoing, Company may notify Hospital with at least sixty (60) days' prior written notice that the terms of this Agreement shall sooner apply to such Participating Provider.

1.5 **Member Billing**. Hospital agrees that Members will not be billed or charged any amount for Covered Services, except for applicable copayments, coinsurance and deductible amounts. If services are not reimbursed because of Hospital's failure to comply with its obligations under this Agreement (e.g., for late submission of claims), Members may not be billed for those services. A Member may be billed for services that are not Covered Services under the Member's Plan (including for services that are not considered "medically necessary" under a Plan) as long as the Member is informed that those services are not covered and has agreed, in advance, to pay for the services. This section will survive the termination of this Agreement.

1.6 **Utilization Management**. Hospital agrees that it shall be subject to utilization management (including prospective, concurrent and retrospective review) and that payment for Hospital services may be adjusted or denied for the inefficient delivery of services related to admissions, or length of stay. To facilitate timely and accurate concurrent utilization management, Hospital and Company will cooperate as necessary to facilitate on-site and/or concurrent telephonic utilization management at Hospital.

1.7 **Precertification and Referrals**. Except when a Member requires emergency services, Hospital agrees to comply with any applicable precertification and/or referral requirements under the Member's Plan prior to the provision of Hospital services. Hospital will utilize the electronic real time HIPAA compliant transactions, including but not limited to, eligibility, precertification and claim status inquiry transactions. Hospital agrees to provide notice of all admissions of Members, and of all services for which Company requires notice, upon admission or prior to the provision of such services. For the purpose of pre-admission testing, Hospital agrees to directly provide testing or accept test results and examinations performed outside Hospital, provided such tests and examinations are: (a) performed by a state licensed laboratory for laboratory tests, and a licensed physician for such other tests and examinations; and (b) performed within a time reasonably proximate to the admission. For those Members who require services under a specialty program, Hospital agrees to work with Company in transferring the Member's care to a specialty program Hospital, as the case may be.

2.0 COMPANY OBLIGATIONS

2.1 **General Obligations**. Company agrees that:

(a) unless an exception is stated in the applicable **Product Addendum** (e.g., no ID cards for Workers' Compensation Plans), Company or Payers will: (i) provide Members with a means to identify themselves to Hospital, (ii) provide Hospital with an explanation of provider payments, a general description of products and a listing of Participating Providers; (iii) provide Hospital with a means to check Member eligibility; and (iv) include Hospital in the Participating Provider directory(ies) for the applicable Plans;

(b) it, through its applicable Affiliate(s), will be appropriately licensed, where required, to offer, issue and/or administer Plans in the service areas covered by this Agreement;

(c) it is, and will remain throughout the term of this Agreement, in material compliance with Applicable Law related to its performance of its obligations under this Agreement;

(d) it will notify Hospital of periodic updates to its Policies as required by this Agreement and make current Policies available to Hospital through its provider websites or other commonly accepted media.

2.2 **Claims Payment.** Subject to Applicable Law, the terms of each applicable **Product Addendum(a) and Service and Rate Schedule(s)**, and Company's payment and review Policies (e.g., prepayment review of certain claims), and except for applicable Member copayments, coinsurance and deductibles, Company agrees:

(a) when it is the Payer, to pay Hospital for Covered Services rendered to Members; and
(b) when it is not the Payer, to notify the Payer to forward payment to Hospital for Covered Services,

within forty-five (45) days of receipt of a clean, complete, undisputed electronic claim. While Company may service or process payment for claims on behalf of Payers who are not Affiliates (e.g., self-funded plan sponsors), Hospital acknowledges that Company has no legal or other responsibility for the payment of those claims. However, Company will use commercially reasonable efforts to assist Hospital, as appropriate, in collecting payments from Payers.

3.0 NETWORK PARTICIPATION

Hospital agrees that it and Hospital Providers will participate in the Product Categories checked on the signature sheet to this Agreement. Company has the right, upon ninety (90) days written notice to Hospital, to:

(a) add Product Categories (e.g., Medicare or a new Product Category not existing as of the Effective Date); and
(b) add types of Plans (e.g., PPO, HMO) and/or specialty programs (e.g., disease management or women's health) in any Product Category.

Company will notify Hospital of the rates that will apply for any addition and will, as necessary, send Hospital a new or revised **Product Addendum** and **Service and Rate Schedule**.

Hospital can decline any addition by notifying Company in writing, within thirty (30) days of receiving Company's notice. A variation of an existing Product Category, Plan type or specialty program at existing terms and rates will not be considered "an addition" under this section.

Company is not required to designate, include, or continue to include Hospital, any specific Hospital Provider(s) or any specific Hospital location(s) as a preferred provider or Participating Provider in any specific Product Category, Plan (or Plan variation), product, specialty program, or geographic area. Company may operate networks in which Hospital is not included, whether for specific Payers/customers or otherwise. In certain situations, Hospital may treat a Member of a Plan or Product Category in which Hospital does not participate (e.g., a Member traveling out of area, emergency services). In those situations, Company may apply rates and terms (e.g., no balance billing) that Hospital

has accepted under this Agreement for Covered Services provided to those Members. Not all Product Categories and Plan types are available in all geographic locations.

4.0 CONFIDENTIALITY

Company and Hospital agree that medical records do not belong to Company. Company and Hospital agree that the information contained in the claims Hospital submits under this Agreement belongs to Company and/or the applicable Payer and may be used by Company and/or the applicable Payer for quality management, plan administration and other lawful purposes. Each Party will maintain and use confidential Member information and records in accordance with Applicable Law. Each Party agrees that the confidential and proprietary information of the other Party is the exclusive property of that other Party and, unless publicly available, each Party agrees to keep the confidential and proprietary information of the other Party strictly confidential and not to disclose it to any third party without the other Party's consent, except: (a) to governmental authorities having jurisdiction; (b) in the case of Company's disclosure, to Members, Payers, prospective or current customers, or consultants or vendors under contract with Company; and (c) in the case of Hospital/Hospital Providers' disclosure, to Members for the purpose of advising a Member of potential treatment options and costs. Except as otherwise required by Applicable Law, Hospital will keep the rates and the development of rates and other terms of this Agreement confidential. However, Hospital, through its staff, is encouraged to discuss Company's provider payment methodology with patients, including descriptions of the methodology under which Hospital is paid. In addition, Hospital and Hospital Providers are encouraged to communicate with patients about their treatment options, regardless of benefit coverage limitations. This section will survive the termination of this Agreement.

5.0 ADDITIONAL TERMINATION/SUSPENSION RIGHTS AND OBLIGATIONS

5.1 **Termination of Individual Hospitals, Facilities or Locations**. Company may terminate the participation of one or more of Hospital's individual hospitals, facilities or locations: (a) without cause, by providing Hospital with at least one hundred and twenty (120) days written notice prior to the date of termination; or (b) for breach, as specified below, without affecting the participation of other hospitals/facilities/locations.

5.2 **Termination for Breach**. This Agreement may be terminated at any time by either Party upon at least sixty (60) days prior written notice of such termination to the other Party, upon such other Party's material breach of its obligations under this Agreement, unless such material breach is cured within sixty (60) days of the notice of termination.

5.3 **Immediate Termination or Suspension**. Company may terminate or suspend this Agreement with respect to Hospital or any Hospital Provider or location, with written notice to Hospital, due to: (a) Hospital's failure to continue to meet the licensure and other requirements of the applicable Participation Criteria; (b) the bankruptcy or receivership of Hospital, or an assignment by Hospital for the benefit of creditors; (c) the exclusion, debarment or suspension of Hospital or a Hospital Provider from participation in any governmental sponsored program, including, but not limited to, Medicare or Medicaid; (d) change of control of Hospital to an entity not acceptable to Company; (e) the revocation or suspension of Hospital's accreditation by TJC or any other applicable accrediting agency; or (f) a determination by Company that Hospital's continued participation in provider networks could reasonably result in harm to Members. To protect the interests of patients, including Members, Hospital will provide immediate notice to Company of any of the events described in (a)-(e) above. Hospital may terminate this Agreement, with written notice to Company due to: (x) Company's failure to continue to maintain the licensure and authorizations required for it to meet its obligations under this Agreement; or (y) Company's bankruptcy or receivership, or an assignment by Company for the benefit of creditors.

5.4 **Obligations Following Termination**. Upon termination of this Agreement for any reason, Hospital agrees to provide services, at Company's discretion, to: (a) any Member under Hospital's care who, at the time of the effective date of termination, is a registered bed patient at Hospital, until such Member's discharge or Company's orderly transition of such Member's care to another provider; and (b) in any other situation required by Applicable Law. The applicable **Service and Rate Schedule** will apply to all services provided under this section. Upon notice of termination of this Agreement or of participation in a Plan, Hospital will cooperate with Company to transfer Members to other providers. Company may provide advance notice of the termination to Members.

5.5 **Obligations During Dispute Resolution Procedures**. In the event of any dispute between the Parties in which a party has provided notice of termination for breach under Section 5.2 above, and the dispute is required to be resolved or is submitted for resolution under Section 7.0 below, the termination of this Agreement shall cease and the Parties shall continue to perform under the terms of this Agreement until the final resolution of the dispute.

6.0 RELATIONSHIP OF THE PARTIES

6.1 **Independent Contractor Status/Indemnification**. Company and Hospital are independent contractors, and not employees, agents or representatives of each other. Company and Hospital will each be solely liable for its own activities and those of its employees and agents, and neither Company nor Hospital will be liable in any way for the activities of the other Party or the other Party's employees or agents. Hospital acknowledges that all Member care and related decisions are the responsibility of Hospital and/or Hospital Providers and that Policies do not dictate or control Hospital's and/or Hospital Providers' clinical decisions with respect to the care of Members. Hospital agrees to indemnify and hold harmless Company from any and all third party claims, liabilities and causes of action (including, but not limited to, reasonable attorneys' fees) arising out of Hospital's and/or Hospital Providers' provision of care to Members. Company agrees to indemnify and hold harmless Hospital and Hospital Providers from any and all third party claims, liabilities and causes of action (including, but not limited to, reasonable attorneys' fees) arising out of Company's administration of Plans. This provision will survive the termination of this Agreement.

6.2 **Use of Name**. Hospital agrees that its name and other identifying and descriptive material can be used in provider directories and in other materials and marketing literature of Company and Payers, including, but not limited to, in customer bids, requests for proposals, state license applications and/or other submissions. Hospital will not use Company's or its Affiliates' or a Payer's names, logos, trademarks or service marks without Company's and/or the applicable Payer's prior written consent, which consent shall not be unreasonably withheld.

6.3 **Interference with Contractual Relations**. Hospital will not engage in activities that would cause Company to lose existing or potential Members, including but not limited to, advising Company customers, Payers or other entities currently under contract with Company to cancel, or not renew their contracts. Except as required under this Agreement or by a governmental authority or court of competent jurisdiction, Hospital will not use or disclose to any third party, membership lists acquired during the term of this Agreement including, but not limited to, for the purpose of soliciting individuals who were or are Members or otherwise to compete with Company. Nothing in this section is intended or will be deemed to restrict: (a) any communication between Hospital and a Member, or a party designated by a Member determined by Hospital to be necessary or appropriate for the diagnosis and care of the Member; or (b) notification of participation status with other insurers or plans. This section will survive the termination of this Agreement for a period of one (1) year following termination or expiration.

7.0 DISPUTE RESOLUTION

7.1 **Dispute Resolution.** Company will provide an internal mechanism under which Hospital can raise issues, concerns, controversies or claims regarding the obligations of the Parties under this Agreement. Hospital will exhaust Company's internal mechanism before instituting any arbitration or other permitted legal proceeding. The Parties agree that any discussions and negotiations held during this process will be treated as settlement negotiations and will be inadmissible into evidence in any court proceeding, except to prove the existence of a binding settlement agreement.

7.2 **Arbitration**. Any controversy or claim arising out of or relating to this Agreement, including breach, termination, or validity of the Agreement, except for injunctive relief or any other form of equitable relief, will be settled by confidential, binding arbitration, in accordance with the Commercial Rules of the American Arbitration Association (AAA). **COMPANY AND HOSPITAL UNDERSTAND AND AGREE THAT, BY AGREEING TO THIS ARBITRATION PROVISION, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT.** The arbitrator may award only compensatory damages for breach of contract, and is not empowered to award punitive, exemplary or extra-contractual damages. Where a Party's claim is for greater than Ten Million Dollars ($10,000,000), a panel of three (3) arbitrators (one chosen by each Party and the third to be a former

Federal district court judge agreed upon by the Parties) will preside over the matter, unless the Parties agree otherwise. If a Party's claim is for less than Ten Million Dollars ($10,000,000), a single (1) arbitrator will preside over the matter, unless the Parties agree otherwise. The arbitrator(s) are bound by the terms of this arbitration provision. In the event a Party believes there is a clear error of law and within thirty (30) days of receipt of an award of $250,000 or more (which shall not be binding if an appeal is taken), a Party may notify the AAA of its intention to appeal the award to a second arbitrator (the "Appeal Arbitrator"), designated in the same manner as the original, except that the Appeal Arbitrator must have at least twenty (20) years' experience in the active practice of law or as a judge. The award, as confirmed, modified or replaced by the Appeal Arbitrator, shall be final and binding, and judgment thereon may be entered by any court having jurisdiction thereof. No other arbitration appeals may be made. Except as may be required by law or to the extent necessary in connection with a judicial challenge, permitted appeal, or enforcement of an award, neither a Party nor an arbitrator may disclose the existence, content, record, status or results of dispute resolution discussions or an arbitration. Any information, document, or record (in whatever form preserved) referring to, discussing, or otherwise related to dispute resolution discussions or arbitration, or reflecting the existence, content, record, status, or results of dispute resolution discussions or arbitration is confidential. The Parties are entitled to take discovery consistent with the Federal Rules of Civil Procedure (including, but not limited to, document requests, expert witness reports, interrogatories, requests for admission and depositions). This section will survive the termination of this Agreement.

8.0 MISCELLANEOUS

8.1 **Entire Agreement**. This Agreement and any addenda, schedules, exhibits or appendices to it constitutes the entire understanding of the Parties and supersedes any prior agreements related to the subject matter of this Agreement. If there is a conflict between the **General Terms and Conditions** and a **Product Addendum** or **Service and Rate Schedule**, the terms of the applicable **Product Addendum** and corresponding **Service and Rate Schedule** will prevail for that Product Category. If there is a conflict between an applicable **State Compliance Addendum** and any other part of the Agreement, the terms of the **State Compliance Addendum** will prevail, but only with respect to the particular line of business (e.g., fully insured HMO) or Product Category.

8.2 **Waiver/Governing Law/Severability/No Third Party Beneficiaries/Headings**. The waiver by either Party of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach of this Agreement. Except as otherwise required by Applicable Law, this Agreement will be governed in all respects by the laws of the state where Hospital is located, without regard to such state's choice of law provisions. Any determination that any provision of this Agreement or any application of it is invalid, illegal or unenforceable in any respect in any instance will not affect the validity, legality and enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provision of this Agreement. Other than as expressly set forth in this Agreement, no third persons or entities are intended to be or are third party beneficiaries of or under the Agreement, including, but not limited to, Members. Headings in the Agreement are for convenience only and do not affect the meaning of the Agreement.

8.3 **Insurance**. Company agrees to procure and maintain such policies of general and other insurance, and/or maintain an appropriate program of self-insurance, as shall be necessary to insure Company and its employees against any claim or claims for damages arising directly or indirectly in connection with the performance of any service by Company under this Agreement. Hospital agrees to procure and maintain such policies of general and professional liability and other insurance or a comparable program of self-insurance at minimum levels as required by state law, or in the absence of a state law specifying a minimum limit, an amount customarily maintained by hospitals in the state or region in which the Hospital operates. Such insurance coverage shall cover the acts and omissions of Hospital as well as those of Hospital's agents and employees.

8.4 **Limitation of Liability**. A Party's liability, if any, for damages to the other Party related to this Agreement, will be limited to the damaged Party's actual damages. Neither Party will be liable to the other for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind. This section will survive the termination of this Agreement.

8.5 **Assignment**. Hospital may not assign this Agreement without Company's prior written consent. Company may assign this Agreement, in whole or in part, from time to time. To support a partial assignment, Company may

duplicate this Agreement, including one or more of the relevant **Product Addenda** and **Service and Rate Schedules**, and assign the duplicate while retaining all or part of the original. If Company sells all or a portion of a Product Category in which Hospital participates (e.g., a line of business), Company may also create and assign to the purchaser a duplicate of this Agreement including the relevant **Product Addenda** and **Service and Rate Schedules**. If Company assigns this Agreement to any entity other than an Affiliate, Company will provide advance written notice to Hospital.

8.6 **Amendments**. This Agreement will be deemed to be automatically amended to conform with all Applicable Law promulgated at any time by any state or Federal regulatory agency, governmental authority or applicable accreditation agency. Notwithstanding the foregoing, at Company's discretion, Company may amend this Agreement upon written notice, by letter, newsletter, electronic mail or other media, to Hospital to comply with Applicable Law, or any order or directive of any governmental agency.

8.7 **Notices**. Notices required to terminate or non-renew the Agreement or to decline participation in a new Product Category or Plan/program, must be sent by U.S. mail or nationally recognized courier, return receipt requested, to the applicable Party's most currently updated address. Any other notices required under this Agreement may be sent by letter, electronic mail or other generally accepted media, to the applicable Party's last updated address.

8.8 **Non-Exclusivity**. This Agreement is not exclusive and does not preclude either Party from contracting with any other person or entity for any purpose.

DEFINITIONS

Affiliate. Any corporation, partnership or other legal entity that is directly or indirectly owned or controlled by, or which owns or controls, or which is under common ownership or control with Company. Plans may be offered by separate Company Affiliates and each of those Affiliates is considered to be a Party to this Agreement.

Applicable Law. All applicable Federal and state laws, regulations and governmental directives related to this Agreement, as well as, with respect to Hospital, applicable accreditation agency or organization (e.g., TJC) requirements.

Covered Services. Those health care and related services for which a Member is entitled to receive coverage or program benefits under a Plan.

Hospital Provider. Any physician or other health care provider: (a) employed by Hospital; or (b) who, through a contract or arrangement with Hospital, provides services to Members for which Hospital is reimbursed under this Agreement.

Member. A person covered by or enrolled in a Plan. Member includes the subscriber and any of the subscriber's eligible dependents.

Participating Provider. A health care provider that participates in Company's participating provider network(s) for the applicable Plan.

Participation Criteria. The participation criteria (e.g., office standards, DEA requirements, etc.) that apply to various types of Participating Providers under Company Policies.

Party. Company or Hospital, as applicable.

Payer. A person or entity that is authorized to access one or more networks of Participating Providers and that: (a) is financially responsible for funding or underwriting payments for benefits provided under a Plan; or (b) is not financially responsible to fund or underwrite benefits, but which contracts directly or indirectly with persons or entities that are financially responsible to pay for Covered Services provided to Members. Payers include, but are not limited to, Company, insurers, self-funded employers, third party administrators, labor unions, trusts, and associations.

Plan. A health care benefits plan or program for which Hospital serves as a Participating Provider; the terms of each specific Plan are outlined in the applicable summary plan description, certificate of coverage, evidence of coverage, or other coverage or program document.

Policies. Company's policies and procedures that relate to this Agreement, including, but not limited to, Participation Criteria, Provider Manuals, clinical policy bulletins, credentialing/recredentialing, utilization management, quality management, audit, coordination of benefits, Institutes of Excellence™, complaint and appeals, and other policies and procedures (as modified from time to time) that are made available to Hospital electronically or through other commonly accepted media. Policies may vary by Affiliate, Product Category and/or Plan.

Product Category. A category of health benefit plans or products (e.g., Commercial Health, Medicare, Workers' Compensation) in which Hospital participates under this Agreement, as more fully described on the applicable **Product Addendum(a)**.

Provider Manual. Company's handbook(s), manual(s) and guide(s) applicable to various types of Participating Providers and Product Categories.

STATE COMPLIANCE ADDENDUM
FOR NEVADA
COMMERCIAL HEALTH PRODUCTS
(Hospital/Facility Agreement)

The State Compliance Addendum attached to this Agreement is expressly incorporated into this Agreement and is binding upon the Parties to this Agreement. In the event of any inconsistent or contrary language between the State Compliance Addendum and any other part of this Agreement, including but not limited to exhibits, attachments, or amendments, the Parties agree that the provisions of the State Compliance Addendum shall prevail, but, if applicable, only with respect to a particular line of business (*e.g.*, fully-insured HMO) and/or Product Category. For purposes of this State Compliance Addendum, the term "Provider" shall mean the health care facility, hospital, or provider executing the Agreement, as identified on the first page of the Agreement.

Signature Page

The following shall be added to the end of the "Term" paragraph:

> "Notwithstanding anything to the contrary in this Agreement, in accordance with NAC 695C.190(3) this Agreement shall be effective for at least one (1) year, subject to the rights of termination set forth in this Agreement."

1.1 General Obligations

The following shall be added to the end of subsection (a) of Section 1.1 General Obligations:

> "Provider shall provide all medically necessary Covered Services to each Member for the period for which a premium has been paid to Company."

The following shall be added to the end of subsection (h) of Section 1.1 General Obligations:

> "Provider shall furnish Covered Services to all Members without regard to the Members' participation in any Plan as a private purchaser or as a participant in a publicly financed program of health care services; *provided, however*, that this requirement does not apply to circumstances where Provider should not render services due to limitations arising from a lack of training, experience, or skill, or from licensing restrictions."

The following shall be added to the end of subsection (i) of Section 1.1 General Obligations:

> "Provider shall participate in any quality-assurance program adopted by Company and shall provide access to medical records for purposes of quality reviews conducted by Company, or by authorized government agencies or third parties."

The following shall be added to the end of subsection (j) of Section 1.1 General Obligations:

> "Without limiting the foregoing, Provider shall make health records available (i) to appropriate state and federal authorities involved in assessing the quality of care provided to Members, and/or in investigating the grievances or complaints of Members, and (ii) as necessary to comply with applicable state and federal laws related to the confidentiality of medical and health records and the Members' right to see, obtain copies of, or amend their medical and health records."

The following shall be added as new subsection (o) of Section 1.1 General Obligations:

> "If Provider is a federally qualified health center (a/k/a FQHC), Provider shall comply with all regulatory requirements related to FQHCs, including without limitation certification for participation in any applicable state or federal program, and requirements relating to the appropriate credentials for providers of health care."

1.5 Member Billing

The following shall be added to the end of Section 1.5 Member Billing:

"1.5.1 No Member Liability. Provider releases Members from liability for the cost of Covered Services rendered pursuant to the Agreement. If Company fails to pay for Covered Services for any reason, including but not limited to insolvency or breach of the Agreement, Members shall not be liable to Provider for any money owed to Provider pursuant to the Agreement. Neither Provider nor its agent(s), trustee(s), or assignee(s) may maintain an action at law or attempt to collect from a Member any money that Company owes to Provider. This provision does not prohibit the collection of any uncovered charges that a Member agreed to pay or the collection of any copayment from a Member. This provision survives termination of the Agreement, regardless of the reason for termination.

1.5.2 Holding Members Harmless. In addition to the requirements set forth in Sections 1.5 and 1.5.1 above, and to ensure compliance with NRS 687B.690 and NRS 687B.710, Provider agrees that in no event, including but not limited to nonpayment by Company or any applicable intermediary, the insolvency of Company or any applicable intermediary, or the breach of this Agreement, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration, or reimbursement from, or have any recourse against, a Member or any person (other than Company or any applicable intermediary) acting on behalf of Member for health care services provided under this Agreement. For the sake of clarity, this provision does not prohibit Provider from collecting coinsurance, deductibles, or copayments, as may be specifically provided for in the evidence of coverage, or collecting fees for uncovered services delivered on a fee-for-service basis to Members. Furthermore, this provision does not prohibit Provider (unless Provider is employed full-time on the staff of Company and has agreed to provide health care services exclusively to Company's Members and no others) and a Member from agreeing to continue health care services solely at the expense of Member, so long as Provider has clearly informed Member that Company may not cover or continue to cover specific health care service(s). Except as provided herein, this provision does not prohibit Provider from pursuing any available legal remedy.

The provisions in this Section 1.5.2 shall be construed in favor of the Members, shall survive the termination of the Agreement regardless of the reason for the termination, including without limitation the insolvency of Company or any applicable intermediary, and shall supersede any oral or written contrary agreement between Provider and any Member or the representative of any Member if the contrary agreement is inconsistent with these provisions."

2.1 General Obligations

The following shall be added to the end of Section 2.1 General Obligations:

"(e) it shall establish mechanisms and procedures by which Provider: (a) will be notified on an ongoing basis of the specific health care services that are Covered Services under the Plans and for which Provider will be responsible, including without limitation any restrictions or conditions on such Covered Services; (b) may seek to resolve administrative, payment, or other disputes that Provider may have with Company; and (c) may determine, in a timely manner at the time health care services are to be provided to an individual, whether that individual is a Member under a Plan and/or is within a grace period (as may be applicable) for the payment of a premium during which Company may hold a claim for Covered Services pending receipt of the payment of that premium.

(f) if either of the following events occurs, it shall provide written notice of such event to Provider as soon as practicable after such event occurs: (i) a court determines Company or any applicable intermediary to be insolvent; or (ii) Company or any applicable intermediary otherwise ceases operations.

(g) it shall notify Provider of Provider's responsibilities under the Agreement with respect to any applicable administrative policies and programs of Company, including without limitation those concerning: (i) terms of payment; (ii) utilization review; (iii) quality assessment and improvement; (iv) credentialing; (v) procedures for grievances and appeals; (vi) requirements for data reporting; (vii) requirements for timely notice to Company of changes in Provider's practices, such as the Provider no longer accepting new patients; (viii) requirements for confidentiality; and (ix) any applicable federal or state programs. Company shall furthermore notify Provider of Provider's obligations, if any, under the Agreement (i) to collect

applicable coinsurance, copayments, or deductibles from Members pursuant to the evidence of coverage, and/or (ii) to notify Members of their respective personal financial obligations for health care services that are not Covered Services.

(h) it shall not offer or pay any type of material inducement, bonus, or other financial incentive to Provider to deny, reduce, withhold, limit, or delay specific medically necessary health care services to a Member, or to encourage or otherwise incent Provider to deliver health care services to a Member which are less than those which are medically necessary; *provided, however*, that nothing in this provision shall prohibit an arrangement for payment between Company and Provider that uses capitation or other financial incentives, so long as such arrangement is designed to provide an incentive to Provider to use health care services effectively and consistently in the best interest of the health care of the Member.

(i) Upon execution of the Agreement, it shall notify Provider of all provisions of this Agreement and any documents incorporated by reference into this Agreement. During the term of this Agreement, Company shall provide Provider with timely notice of any changes to the provisions of this Agreement, or to any documents incorporated by reference therein, that would result in a material change in the Agreement. For purposes of this provision, the terms "material change" and "timely notice" shall have the same meanings that are ascribed to those respective concepts in Section 1.3 (Compliance with Company Policies) of the Agreement. Specifically, (a) "material change" shall mean a change to the Agreement that would materially and adversely affect Provider's administration or rates under the Agreement, would have a significant impact on Provider's administration or operations, or would create a material adverse financial impact for Provider; and (b) "timely notice" shall mean at least ninety (90) days' advance written notice to Provider of that change, with Provider required to deliver to Company a written objection to that change within sixty (60) days of Company's notice, specifying the basis for Provider's concern/objection, or else the change shall automatically take effect.

(j) it shall notify Provider of Provider's status as a participating provider in Company's network and Provider's inclusion in any list of network providers that Company maintains, and Company shall do so in a timely manner upon Provider's request and/or upon any change to Provider's network status or to Provider's inclusion in any list of network providers."

2.2 Claims Payment

Section 2.2 Claims Payment shall be deleted and replaced with the following:

"2.2 Claims Payment. Subject to Applicable Law, the terms of each applicable **Product Addendum(a) and Service and Rate Schedule(s)**, and Company's payment and review Policies (*e.g.*, prepayment review of certain claims), and except for applicable Member copayments, coinsurance and deductibles, Company agrees:

(a) when it is the Payer, to pay Provider for Covered Services rendered to Members; and
(b) when it is not the Payer, to notify the Payer to forward payment to Provider for Covered Services,

within thirty (30) days of receipt of a clean, complete, undisputed electronic claim. For the sake of clarity, Company shall approve or deny a claim for services within thirty (30) days after it receives the claim, except as provided below. If the claim is approved, Company shall pay the claim within thirty (30) days after it is approved. If Company requires additional information to determine whether to approve or deny the claim, it shall notify Provider of its request for additional information within twenty (20) days after it receives the claim. In such event, Company shall approve or deny the claim within thirty (30) days after receiving the additional information requested; and if the claim is approved, Company shall pay the claim within thirty (30) days after the claim is approved. Company shall not ask Provider to resubmit information that Provider has already provided, unless Company provides a legitimate reason for the request and the purpose of the request is not to delay payment of the claim, harass Provider, or discourage the filing of claims. Company shall not pay only part of a claim that has been approved and is fully payable. If any approved claim is not paid as set forth in this provision, Company shall pay interest on the claim at a rate of interest equal to the prime rate at the largest bank in Nevada, as ascertained by the Commissioner of Financial Institutions, on January 1 or July 1, whichever last occurred, immediately preceding the date on which the payment was due, plus six (6) percent. The interest shall be calculated from thirty (30) days after the date on which the claim is approved until the date on which the claim is paid. The payment of interest provided for in this section for the late

payment of an approved claim may be waived only if the payment was delayed because of an act of God or another cause beyond the reasonable control of Company.

While Company may service or process payment for claims on behalf of Payers who are not Affiliates (*e.g.*, self-funded plan sponsors), Facility acknowledges that Company has no legal or other responsibility for the payment of those claims. However, Company will use commercially reasonable efforts to assist Facility, as appropriate, in collecting payments from Payers.

To the extent this Agreement provides for per capita payments to Provider, such payments must be (a) paid in advance without regard to the time services are rendered or the extent of those services; and (b) based upon an actuarial computation of the expected cost of those services. Such per capita payment (y) may be reduced by the amount withheld pursuant to the Agreement as an incentive for the effective use of health care services; and (z) may not reflect any payment made by a Member to Provider in accordance with the schedule filed with and approved by the Nevada Division of Insurance. Notwithstanding the foregoing, nothing in this provision shall prohibit Company and Provider from agreeing to prospective or retroactive adjustments of the per capita payment that reflect an increase in the number of Members or additional services tendered by Provider."

3.0 Network Participation

The following shall be added to the end of Section 3.0 Network Participation:

"Furthermore, in accordance with NRS 687B.693 *et seq.*, Company may enter into agreements that authorize certain third parties to obtain the rights and responsibilities of Company under this Agreement (as if those third parties were the health carrier), including the right to access Provider's services and contractual discounts under this Agreement based on the rates that Provider has accepted hereunder. In all such agreements, Company shall require those third parties to comply with all applicable terms, limitations, and conditions of this Agreement. A list of all such third parties in existence as of the Effective Date of this Agreement is available on Company's provider websites at **www.aetnaeducation.com** (select 'Reference Tools,' then 'Aetna Signature Administrators') and at **www.directprovider.com** (Company's 'First Health' client list)."

4.0 Confidentiality

The following shall be added to the end of Section 4.0 Confidentiality:

"Provider shall retain all books, records, reports, and statements relevant to the Agreement a minimum of six (6) years, provided that the health care records of a person who is less than the age of 23 years may not be destroyed. The health care records of a person who has attained the age of 23 years may be destroyed if they have been retained for at least five (5) years or for any longer period provided by federal law. The retention period runs from the date of payment for the relevant goods or services, or from the date of termination of the Agreement, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue."

5.2 Termination for Breach

Section 5.2 Termination for Breach shall be deleted and replaced with the following:

"5.2 Termination for Breach. This Agreement may be terminated at any time by either Party upon at least ninety (90) days' prior written notice of such termination to the other Party, upon such other Party's material breach of its obligations under this Agreement, unless such material breach is cured within ninety (90) days of the notice of termination."

5.4 Obligations Following Termination

The following shall be added after the first sentence of Section 5.4 Obligations Following Termination:

"If the Agreement is terminated by Company for reasons other than medical incompetence or professional misconduct of Provider, Provider shall continue to provide Covered Services to Members who are undergoing a medically necessary course of treatment until the later of the 120th day after the Agreement is terminated or, with

respect to Members who are pregnant, until the 45th day after delivery or the date the pregnancy otherwise ends. During this continuation period, Provider agrees to accept the reimbursement rates and terms of participation in effect under the Agreement before its termination. Provider furthermore agrees not to seek payment from Members for any service provided by Provider during this continuation period that Provider could not have received from Member(s) if the Agreement were still in effect."

The following shall be added to the end of Section 5.4 Obligations Following Termination:

"Provider shall transfer or otherwise arrange for the maintenance of the records of Members who are patients of Provider if the Agreement is terminated for any reason or if Provider otherwise leaves the participating panel of providers associated with Company.

In addition to the requirements set forth above, and to ensure compliance with NRS 687B.700 and NRS 687B.710, Provider agrees that if Company or any applicable intermediary becomes insolvent or otherwise ceases operations, Provider shall continue to deliver Covered Services to any Member without billing that Member for any amount other than coinsurance, deductibles, or copayments, as may be specifically provided for in the evidence of coverage, until the earlier of the date on which that Member's coverage with Company is cancelled pursuant to NRS 687B.310 or the date on which the Agreement would have terminated if Company or intermediary, as applicable, had remained in operation, in either case after factoring in any extension of coverage provided pursuant to (a) the terms of the contract between Company and that Member, (b) NRS 689A.04036, 689B.0303, 695B.1901, 695C.1691, and 695G.164, as applicable, or (c) any applicable federal law for covered persons who are in an active course of treatment or are totally disabled. The provisions in this paragraph shall be construed in favor of the Members, shall survive the termination of the Agreement regardless of the reason for the termination, including without limitation the insolvency of Company or any applicable intermediary, and shall supersede any oral or written contrary agreement between Provider and any Member or the representative of any Member if the contrary agreement is inconsistent with these provisions.

To the extent that Company's Plan, and/or the services that Provider renders to Members covered thereunder, are subject to NRS 689B.061 and NRS 689B.120(7)–(8), then the following provisions shall additionally govern: (a) if Provider operates a facility in which a Member is confined when Provider terminates this Agreement, then Provider shall render services to that Member for the duration of his/her confinement at the rate negotiated under the Agreement before it terminated, at no additional cost to the Member; and (b) if a Member obtains prior authorization for services to be rendered by Provider and Provider subsequently terminates this Agreement, then Provider shall render such services to that Member at the rate negotiated under this Agreement before it terminated, at no additional cost to the Member."

6.0 Relationship of the Parties

The following shall be added to the end of Section 6.0 Relationship of the Parties:

"6.4 Provider Protections. Company shall not terminate the Agreement, and shall not demote, refuse to contract with, or refuse to compensate Provider, solely because Provider in good faith: (a) advocates in private or in public on behalf of a Member; (b) assists a Member in seeking reconsideration of a decision by Company to deny coverage for a health care service; or (c) reports a violation of law to an appropriate authority. Furthermore, Company shall not (a) prohibit Provider from discussing any specific treatment option or all treatment options with a Member irrespective of Company's position on the treatment option(s); (b) restrict or interfere with any communication between Provider and its patients regarding any information that Provider determines is relevant to the health care of its patients; (c) prohibit Provider from advocating on behalf of a Member within any utilization-review process or any process for grievances or appeals established by Company or by any person or entity contracting with Company; (d) prohibit Provider from advocating on behalf of a Member in accordance with any rights or remedies available under applicable state or federal law; or (e) penalize Provider for reporting to state or federal authorities, in good faith, any act or practice by Company that jeopardizes the health or welfare of any Member."

8.3 Insurance

The following shall be added to the end of Section 8.3 Insurance:

> "Without limiting the foregoing, Provider shall provide Company with proof of insurance against loss resulting from injuries to third parties from Provider's practice or a reasonable substitute for such insurance as determined by Company. Provider shall indemnify Company for any liability resulting from the health care services rendered by Provider. Provider furthermore agrees to provide and maintain workers' compensation insurance as required by NRS 616B.627. In the event of cancellation of insurance coverage, Provider shall immediately notify Company of such cancellation."

8.5 Assignment

Section 8.5 Assignment shall be deleted and replaced with the following:

> "8.5 Assignment. Neither Company nor Provider shall assign, transfer, or delegate any rights, obligations, or responsibilities under the Agreement without the prior written consent of the other Party. For the sake of clarity and if Provider consents: (a) Company may partially assign this Agreement by duplicating this Agreement, including one or more of the relevant **Product Addenda** and **Service and Rate Schedules**, and assigning the duplicate while retaining all or part of the original; and (b) if Company sells all or a portion of a Product Category in which Provider participates (*e.g.*, a line of business), Company may also create and assign to the purchaser a duplicate of this Agreement including the relevant **Product Addenda** and **Service and Rate Schedules**."

8.6 Amendments

The following shall be added to the end of Section 8.6 Amendments:

> "Furthermore, and notwithstanding anything to the contrary in this Section, in Section 1.3 (Compliance with Company Policies), or in Section 3.0 (Network Participation), Company may modify its schedule of payments under this Agreement, including the fee schedule applicable to Provider, consistent with NRS 689B.015(3) and NRS 695C.125, by providing forty-five (45) days' written notice to Provider. If Provider fails to object in writing to that modification within that 45-day notice period, the modification shall automatically become effective at the end of that period. If Provider objects in writing to that modification within that 45-day period, the modification shall not become effective unless agreed to by both Parties in writing."

Additional Requirements For Health Plans Offered Under the Nevada Health Link Health Insurance Exchange

To the extent that (i) Company offers any health plans under the Nevada Health Link state-designated health-insurance exchange, and (ii) Provider is a participating provider in such health plans under the terms of the Agreement, then the following additional terms shall apply to Provider, and to any subcontracting arrangement that Provider enters into, with respect to the services that it renders to Members who are covered under any such health plans: (a) Provider shall comply with all applicable provisions of the Patient Protection and Affordable Care Act and the regulations promulgated thereunder; and (b) Provider shall comply with, and shall render all Covered Services in a manner consistent with and otherwise in compliance with, the applicable terms and conditions set forth in Company's issuer agreement with the Silver State Health Insurance Exchange a/k/a SSHIX (and/or such other requirements or guidelines applicable to Company as the issuer of a qualified health plan (QHP) in the State of Nevada).

FACILITY AGREEMENT

Aetna Network Services LLC, on behalf of itself and its Affiliates ("Company"), and _____, on behalf of itself and any and all of its Facility Providers and locations ("Facility or Provider"), are entering into this Facility Agreement (the "Agreement"), as of the Effective Date listed below.

The Agreement includes this cover/signature page, the **General Terms and Conditions** and **Definitions** that follow. It also includes one or more of the following parts:

i) **State Compliance Addenda** that contain state-specific requirements for various Product Categories;
ii) **Product Addenda** that include additional requirements for specific Product Categories;
iii) **Service and Rate Schedules** that go along with the various Product Addenda;
iv) **Appendices** and/or other attachments containing definitions and/or other information.

As of the Effective Date, Facility agrees to participate in each Product Category checked below. Important information on how Product Categories can be added to or deleted from this list is contained in the Agreement.

	PRODUCT CATEGORIES
	Commercial Health
	Medicare
	Medical Rental Network
	Workers' Compensation Network
	Auto Network
	Institutes of Excellence® (IOE) Transplant Program (subject to separate approval by Company)
	Medicaid
	[Other]

EFFECTIVE DATE:

TERM: This Agreement begins on the Effective Date, continues for an initial term of [_____year], and then automatically renews for consecutive one (1) year terms. The Agreement may be terminated by either Party at any time after the initial term, or non-renewed at the end of the initial or any subsequent term, for any reason or no reason at all, with at least one hundred and eighty (180) days advance written notice to the other Party. Additional termination provisions are included in the Agreement.

The undersigned representative of Facility has read and understood this Agreement, has had the opportunity to review it with an attorney of Facility's choice, and is authorized to bind Facility, including all Facility Providers and Facility locations, to the terms of the Agreement.

FACILITY

By: {{*_es_:signer1:signature }}

Printed Name: {{*_es_:signer1:fullname }}

Title: {{*_es_:signer1:title }}

Date: {{*_es_:signer1:date }}

FEDERAL TAX I.D. NUMBER: {{*TIN_es_:signer1 }}

As required by Section 8.7 ("Notices") of this Agreement, notices shall be sent to the following addresses:

Facility contract notice address:

Error! AutoText entry not defined.

Facility contract notice email address:

{{CNAEmail_es_:signer1 }}

COMPANY

By: {{*_es_:signer2:signature }}

Printed Name: {{*_es_:signer2:fullname }}

Title: {{*_es_:signer2:title }}

Date: {{*_es_:signer2:date }}

As required by Section 8.7 ("Notices") of this Agreement, notices shall be sent to the following addresses:

Company:

Insert Market Address

For Behavioral Health Providers:

Aetna Behavioral Health
1425 Union Meeting Road
PO Box 5
Blue Bell PA 19422

GENERAL TERMS AND CONDITIONS

1.0 FACILITY OBLIGATIONS

1.1 **General Obligations**. Facility agrees that it and all Facility Providers will:

(a) provide Covered Services, including any related facilities, equipment, personnel and/or other resources necessary to provide the Covered Services, to Members according to generally accepted standards of care in the applicable geographic area, and within the scope of its/their licenses and authorizations to practice;

(b) obtain and maintain all applicable license(s), certification(s), registration(s), authorization(s) and accreditation(s) required by Applicable Law and conduct all credentialing, privileging, and re-appointment in accordance with Applicable Law and its medical staff by-laws, regulations, and policies;

(c) comply with all Applicable Law related to this Agreement and the provision of and payment for health care services; Facility represents that neither it nor any Facility Provider has been excluded from participation in any Federal or state funded health program, or has a report filed in the National Practitioner Data Bank (NPDB);

(d) comply with Company's credentialing/recredentialing requirements and applicable Participation Criteria; Facility understands that no Facility Provider may serve as a Participating Provider until that provider is fully credentialed and approved by the applicable peer review committee;

(e) require all Facility Providers in all Facility locations, to provide Covered Services to Members in compliance with the terms of this Agreement; any exceptions must be approved in advance, in writing, by Company;

(f) obtain from Members any necessary consents or authorizations to the release of their medical information and records to governmental entities, Company and Payers, and their agents and representatives;

(g) obtain signed assignments of benefits from all Members authorizing payment for Facility's services to be made directly to Facility instead of to the Member, unless the applicable Plan requires otherwise;

(h) treat all Members with the same degree of care and skill as they treat patients who are not Members; Facility further agrees not to discriminate against Members in violation of Applicable Law or Company Policies;

(i) maintain an ongoing internal quality assurance/assessment program that includes, but is not limited to, the credentialing, supervision, monitoring and oversight of its employees and contractors providing services under this Agreement;

(j) cooperate promptly, during and after the term of this Agreement, with reasonable and lawful requests from Company and Payers for information and records related to this Agreement, as well as with all requests from governmental and/or accreditation agencies. Among other things, Facility agrees to provide Company and Payers with the information and records necessary for them to properly administer claims and the applicable Plan; resolve Member grievances, complaints and appeals; comply with reporting requirements related to the Affordable Care Act (ACA) (including, but not limited to, information related to the ACA's medical loss ratio requirements); perform quality management activities; and fulfill data collection and reporting requirements (e.g., HEDIS);

(k) not provide or accept any kickbacks or payments based on the number or value of referrals in violation of Applicable Law. Unless disclosed in advance to Company and the affected Member, Facility will not accept any referral from persons or entities that have a financial interest in Facility, or make any referrals to persons or entities in which Facility has a financial interest;

(l) refer Members only to other Participating Providers (including, but not limited to pharmaceutical providers and vendors), unless specifically authorized otherwise by Company and/or permitted by the applicable Plan and Company Policies;

(m) unless prohibited by Applicable Law or a violation of a specific peer review privilege, notify Company promptly about any: (i) material litigation brought against Facility or a Facility Provider that is related to the provision of health care services to Members and/or that could reasonably have a material impact on the services that Facility renders to Members; (ii) claims against Facility or a Facility Provider by governmental agencies including, but not limited to, any claims regarding fraud, abuse, self-referral, false claims, or kickbacks, that could reasonably have a material impact on Facility's ability to provide services to Members or to participate in Medicare or Medicaid programs; (iii) investigation or action taken by The Joint Commission (TJC) and/or other applicable accrediting organization that could adversely affect Facility's accreditation status; (iv) change in the ownership or management of Facility; (v) material change in services provided by Facility (e.g., a significant decrease in medical staff or the closure of a service unit or a material decrease in beds or emergency services departments) or any loss, suspension or restriction of licensure, accreditation, registration or certification status of Facility or a Facility Provider related to those services;

(n) mutually commit, together with Company, to the promotion of Member safety and clinical quality, including the prevention of potentially avoidable serious adverse events. Facility agrees to comply with Company's Patient Safety Events and related policies, and any successor policies, including, but not limited to, notification to applicable reporting agencies; root cause analysis; corrective action; and the waiver of directly related charges for certain events. Facility agrees to publicly report patient safety and quality information at least annually, to one or more external reporting entities, including but not limited to: CMS Quality Reporting Program; TJC; Leapfrog Facility Survey; and March of Dimes 39-Week Initiative.

1.2 **Facility Contact and Service Information**. Facility agrees that it has provided Company with contact information that is complete and accurate as of the Effective Date. Facility will notify Company within ten (10) business days of all changes to the list of Facility Providers, the services it/they provide and all contact and billing information for Facility and Facility Providers. Facility understands that failure to keep all such information current and to periodically confirm its accuracy as reasonably requested by Company, will be a material breach of this Agreement. Company's additional requirements for updating information and the actions it may take if Facility fails to confirm its information are outlined in the Provider Manual and/or related Policies made available to Facility.

1.3 **Compliance with Company Policies**. Facility agrees to comply with Company Policies of which Facility knows or reasonably should have known, including, but not limited to, those contained in the Provider Manual, as modified by Company from time to time. If a change in a Company Policy would materially and adversely affect Facility's administration or rates under this Agreement, Company will send Facility at least ninety (90) days advance written notice of the Policy change. Facility understands that Policy changes will automatically take effect on the date specified, unless an earlier date is required by Applicable Law. If Facility objects to a Policy change that will have a significant impact on Facility's administration or operations or will create a material adverse financial impact for Facility, it shall, within sixty (60) days of Company's notification, provide Company with written notice, specifying the basis for its concern; in such event, the Parties will negotiate, in good faith, an appropriate amendment, if any, to this Agreement. Facility is encouraged to contact Company to discuss any questions or concerns with Company Policies or Policy changes.

1.4 **Claims Submission and Payment**. Subject to Applicable Law, Facility agrees:

(a) to accept the rates contained in the applicable Service and Rate Schedule(s), regardless of where services are provided, as payment in full for Covered Services (including for services that would be Covered Services but for the Member's exhaustion of benefits (e.g., above the annual maximum));

(b) that it is responsible for and will promptly pay all Facility Providers for services rendered, and that it will require all Facility Providers to look solely to Facility for payment;

(c) to submit complete, clean, electronic claims for Covered Services provided by Facility and Facility Providers, containing all information needed to process the claims, within one hundred and twenty (120) days of the date of service or discharge, as applicable, or from the date of receipt of the primary payer's explanation of benefits if Company or Payer is the secondary payer. This requirement will be waived if Facility provides notice to

Company, along with appropriate evidence, of extraordinary circumstances outside of Facility's control that resulted in a delayed submission;

(d) to respond within forty-five (45) days to Company or Payer requests for additional information regarding submitted claims;

(e) to notify Company of any underpayment or payment/claim denial dispute within one hundred and eighty (180) days from date of payment and to follow Company's dispute and appeal Policies for resolution;

(f) to notify Company promptly after becoming aware of any overpayment (e.g., a duplicate payment or payment for services rendered to a patient who was not a Member) and to cooperate with Company for the prompt return of any overpayment. In the event of Facility's failure to cooperate with this section, Company shall have the right to offset any overpaid amount against future claims;

(g) that Company and Payers will not be obligated to pay for claims not submitted, completed or disputed/appealed as required above, or that are billed in violation of Applicable Law, this Agreement or Company Policies, and that Members may not be billed for any such claims;

(h) in the event that Facility acquires or takes operational responsibility for another Participating Provider, the then current agreement between Company and such Participating Provider will remain in place and apply to Covered Services provided by such Participating Provider for the longer of : (i) one (1) year; or (ii) the expiration of the then current term of such agreement. Notwithstanding the foregoing, Company may notify Facility with at least sixty (60) days' prior written notice that the terms of this Agreement shall sooner apply to such Participating Provider.

1.5 **Member Billing**. Facility agrees that Members will not be billed or charged any amount for Covered Services, except for applicable copayments, coinsurance and deductible amounts. If services are not reimbursed because of Facility's failure to comply with its obligations under this Agreement (e.g., for late submission of claims), Members may not be billed for those services. A Member may be billed for services that are not Covered Services under the Member's Plan (including for services that are not considered "medically necessary" under a Plan) as long as the Member is informed that those services are not covered and has agreed, in advance, to pay for the services. This section will survive the termination of this Agreement.

1.6 **Utilization Management**. Facility agrees that it shall be subject to utilization management (including prospective, concurrent and retrospective review) and that payment for Facility services may be adjusted or denied for the inefficient delivery of services related to admissions, or length of stay. To facilitate timely and accurate concurrent utilization management, Facility and Company will cooperate as necessary to facilitate on-site and/or concurrent telephonic utilization management at Facility.

1.7 **Precertification and Referrals**. Except when a Member requires emergency services, Facility agrees to comply with any applicable precertification and/or referral requirements under the Member's Plan prior to the provision of Facility services. Facility will utilize the electronic real time HIPAA compliant transactions, including but not limited to, eligibility, precertification and claim status inquiry transactions. Facility agrees to provide notice of all admissions of Members, and of all services for which Company requires notice, upon admission or prior to the provision of such services. For the purpose of pre-admission testing, Facility agrees to directly provide testing or accept test results and examinations performed outside Facility, provided such tests and examinations are: (a) performed by a state licensed laboratory for laboratory tests, and a licensed physician for such other tests and examinations; and (b) performed within a time reasonably proximate to the admission. For those Members who require services under a specialty program, Facility agrees to work with Company in transferring the Member's care to a specialty program Facility, as the case may be.

2.0 COMPANY OBLIGATIONS

2.1 **General Obligations**. Company agrees that:

(a) unless an exception is stated in the applicable **Product Addendum** (e.g., no ID cards for Workers' Compensation Plans), Company or Payers will: (i) provide Members with a means to identify themselves to Facility, (ii) provide Facility with an explanation of provider payments, a general description of products and a listing of Participating Providers; (iii) provide Facility with a means to check Member eligibility; and (iv) include Facility in the Participating Provider directory(ies) for the applicable Plans;

(b) it, through its applicable Affiliate(s), will be appropriately licensed, where required, to offer, issue and/or administer Plans in the service areas covered by this Agreement;

(c) it is, and will remain throughout the term of this Agreement, in material compliance with Applicable Law related to its performance of its obligations under this Agreement;

(d) it will notify Facility of periodic updates to its Policies as required by this Agreement and make current Policies available to Facility through its provider websites or other commonly accepted media.

2.2 **Claims Payment.** Subject to Applicable Law, the terms of each applicable **Product Addendum(a) and Service and Rate Schedule(s)**, and Company's payment and review Policies (e.g., prepayment review of certain claims), and except for applicable Member copayments, coinsurance and deductibles, Company agrees:

(a) when it is the Payer, to pay Facility for Covered Services rendered to Members; and
(b) when it is not the Payer, to notify the Payer to forward payment to Facility for Covered Services,

within forty-five (45) days of receipt of a clean, complete, undisputed electronic claim. While Company may service or process payment for claims on behalf of Payers who are not Affiliates (e.g., self-funded plan sponsors), Facility acknowledges that Company has no legal or other responsibility for the payment of those claims. However, Company will use commercially reasonable efforts to assist Facility, as appropriate, in collecting payments from Payers.

3.0 NETWORK PARTICIPATION

Facility agrees that it and Facility Providers will participate in the Product Categories checked on the signature sheet to this Agreement. Company has the right, upon ninety (90) days written notice to Facility, to:

(a) add Product Categories (e.g., Medicare or a new Product Category not existing as of the Effective Date); and
(b) add types of Plans (e.g., PPO, HMO) and/or specialty programs (e.g., disease management or women's health) in any Product Category.

Company will notify Facility of the rates that will apply for any addition and will, as necessary, send Facility a new or revised **Product Addendum** and **Service and Rate Schedule**.

Facility can decline any addition by notifying Company in writing, within thirty (30) days of receiving Company's notice. A variation of an existing Product Category, Plan type or specialty program at existing terms and rates will not be considered "an addition" under this section.

Company is not required to designate include, or continue to include Facility, any specific Facility Provider(s) or any specific Facility location(s) as a preferred provider or Participating Provider in any specific Product Category, Plan (or Plan variation), product specialty program, or geographic area. Company may operate networks in which Facility is not included, whether for specific Payers/customers or otherwise. In certain situations, Facility may treat a Member of a Plan or Product Category in which Facility does not participate (e.g., a Member traveling out of area, emergency services). In those situations, Company may apply rates and terms (e.g., no balance billing) that Facility has accepted under this Agreement for Covered Services provided to those Members. Not all Product Categories and Plan types are available in all geographic locations.

4.0 CONFIDENTIALITY

Company and Facility agree that medical records do not belong to Company. Company and Facility agree that the information contained in the claims Facility submits under this Agreement belongs to Company and/or the applicable Payer and may be used by Company and/or the applicable Payer for quality management, plan administration and other lawful purposes. Each Party will maintain and use confidential Member information and records in accordance with Applicable Law. Each Party agrees that the confidential and proprietary information of the other Party is the exclusive property of that other Party and, unless publicly available, each Party agrees to keep the confidential and proprietary information of the other Party strictly confidential and not to disclose it to any third party without the other Party's consent, except: (a) to governmental authorities having jurisdiction; (b) in the case of Company's disclosure, to Members, Payers, prospective or current customers, or consultants or vendors under contract with Company; and (c) in the case of Facility/Facility Providers' disclosure, to Members for the purpose of advising a Member of potential treatment options and costs. Except as otherwise required by Applicable Law, Facility will keep the rates and the development of rates and other terms of this Agreement confidential. However, Facility, through its staff, is encouraged to discuss Company's provider payment methodology with patients, including descriptions of the methodology under which Facility is paid. In addition, Facility and Facility Providers are encouraged to communicate with patients about their treatment options, regardless of benefit coverage limitations. This section will survive the termination of this Agreement.

5.0 ADDITIONAL TERMINATION/SUSPENSION RIGHTS AND OBLIGATIONS

5.1 **Termination of Individual Facilities or Locations**. Company may terminate the participation of one or more of Facility's individual facilities or locations: (a) without cause, by providing Facility with at least one hundred and twenty (120) days written notice prior to the date of termination; or (b) for breach, as specified below, without affecting the participation of other facilities/locations.

5.2 **Termination for Breach**. This Agreement may be terminated at any time by either Party upon at least sixty (60) days prior written notice of such termination to the other Party, upon such other Party's material breach of its obligations under this Agreement, unless such material breach is cured within sixty (60) days of the notice of termination.

5.3 **Immediate Termination or Suspension**. Company may terminate or suspend this Agreement with respect to Facility or any Facility Provider or location, with written notice to Facility, due to: (a) Facility's failure to continue to meet the licensure and other requirements of the applicable Participation Criteria; (b) the bankruptcy or receivership of Facility, or an assignment by Facility for the benefit of creditors; (c) the exclusion, debarment or suspension of Facility or a Facility Provider from participation in any governmental sponsored program, including, but not limited to, Medicare or Medicaid; (d) change of control of Facility to an entity not acceptable to Company; (e) the revocation or suspension of Facility's accreditation by TJC or any other applicable accrediting agency; or (f) a determination by Company that Facility's continued participation in provider networks could reasonably result in harm to Members. To protect the interests of patients, including Members, Facility will provide immediate notice to Company of any of the events described in (a)-(e) above. Facility may terminate this Agreement, with written notice to Company due to: (x) Company's failure to continue to maintain the licensure and authorizations required for it to meet its obligations under this Agreement; or (y) Company's bankruptcy or receivership, or an assignment by Company for the benefit of creditors.

5.4 **Obligations Following Termination**. Upon termination of this Agreement for any reason, Facility agrees to provide services, at Company's discretion, to: (a) any Member under Facility's care who, at the time of the effective date of termination, is a registered bed patient at Facility, until such Member's discharge or Company's orderly transition of such Member's care to another provider; and (b) in any other situation required by Applicable Law. The applicable **Service and Rate Schedule** will apply to all services provided under this section. Upon notice of termination of this Agreement or of participation in a Plan, Facility will cooperate with Company to transfer Members to other providers. Company may provide advance notice of the termination to Members.

5.5 **Obligations During Dispute Resolution Procedures**. In the event of any dispute between the Parties in which a party has provided notice of termination for breach under Section 5.2 above, and the dispute is required to be resolved

or is submitted for resolution under Section 7.0 below, the termination of this Agreement shall cease and the Parties shall continue to perform under the terms of this Agreement until the final resolution of the dispute.

6.0 RELATIONSHIP OF THE PARTIES

6.1 **Independent Contractor Status/Indemnification**. Company and Facility are independent contractors, and not employees, agents or representatives of each other. Company and Facility will each be solely liable for its own activities and those of its employees and agents, and neither Company nor Facility will be liable in any way for the activities of the other Party or the other Party's employees or agents. Facility acknowledges that all Member care and related decisions are the responsibility of Facility and/or Facility Providers and that Policies do not dictate or control Facility's and/or Facility Providers' clinical decisions with respect to the care of Members. Facility agrees to indemnify and hold harmless Company from any and all third party claims, liabilities and causes of action (including, but not limited to, reasonable attorneys' fees) arising out of Facility's and/or Facility Providers' provision of care to Members. Company agrees to indemnify and hold harmless Facility and Facility Providers from any and all third party claims, liabilities and causes of action (including, but not limited to, reasonable attorneys' fees) arising out of Company's administration of Plans. This provision will survive the termination of this Agreement.

6.2 **Use of Name**. Facility agrees that its name and other identifying and descriptive material can be used in provider directories and in other materials and marketing literature of Company and Payers, including, but not limited to, in customer bids, requests for proposals, state license applications and/or other submissions. Facility will not use Company's or its Affiliates' or a Payer's names, logos, trademarks or service marks without Company's and/or the applicable Payer's prior written consent, which consent shall not be unreasonably withheld.

6.3 **Interference with Contractual Relations**. Facility will not engage in activities that would cause Company to lose existing or potential Members, including but not limited to, advising Company customers, Payers or other entities currently under contract with Company to cancel, or not renew their contracts. Except as required under this Agreement or by a governmental authority or court of competent jurisdiction, Facility will not use or disclose to any third party, membership lists acquired during the term of this Agreement including, but not limited to, for the purpose of soliciting individuals who were or are Members or otherwise to compete with Company. Nothing in this section is intended or will be deemed to restrict: (a) any communication between Facility and a Member, or a party designated by a Member determined by Facility to be necessary or appropriate for the diagnosis and care of the Member; or (b) notification of participation status with other insurers or plans. This section will survive the termination of this Agreement for a period of one (1) year following termination or expiration.

7.0 DISPUTE RESOLUTION

7.1 **Dispute Resolution**. Company will provide an internal mechanism under which Facility can raise issues, concerns, controversies or claims regarding the obligations of the Parties under this Agreement. Facility will exhaust Company's internal mechanism before instituting any arbitration or other permitted legal proceeding. The Parties agree that any discussions and negotiations held during this process will be treated as settlement negotiations and will be inadmissible into evidence in any court proceeding, except to prove the existence of a binding settlement agreement.

7.2 **Arbitration**. Any controversy or claim arising out of or relating to this Agreement, including breach, termination, or validity of the Agreement, except for injunctive relief or any other form of equitable relief, will be settled by confidential, binding arbitration, in accordance with the Commercial Rules of the American Arbitration Association (AAA). **COMPANY AND FACILITY UNDERSTAND AND AGREE THAT, BY AGREEING TO THIS ARBITRATION PROVISION, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT.** The arbitrator may award only compensatory damages for breach of contract, and is not empowered to award punitive, exemplary or extra-contractual damages. Where a Party's claim is for greater than Ten Million Dollars ($10,000,000), a panel of three (3) arbitrators (one chosen by each Party and the third to be a former Federal district court judge agreed upon by the Parties) will preside over the matter, unless the Parties agree otherwise. If a Party's claim is for less than Ten Million Dollars ($10,000,000), a single (1) arbitrator will preside over the matter,

unless the Parties agree otherwise. The arbitrator(s) are bound by the terms of this arbitration provision. In the event a Party believes there is a clear error of law and within thirty (30) days of receipt of an award of $250,000 or more (which shall not be binding if an appeal is taken), a Party may notify the AAA of its intention to appeal the award to a second arbitrator (the "Appeal Arbitrator"), designated in the same manner as the original, except that the Appeal Arbitrator must have at least twenty (20) years' experience in the active practice of law or as a judge. The award, as confirmed, modified or replaced by the Appeal Arbitrator, shall be final and binding, and judgment thereon may be entered by any court having jurisdiction thereof. No other arbitration appeals may be made. Except as may be required by law or to the extent necessary in connection with a judicial challenge, permitted appeal, or enforcement of an award, neither a Party nor an arbitrator may disclose the existence, content, record, status or results of dispute resolution discussions or an arbitration. Any information, document, or record (in whatever form preserved) referring to, discussing, or otherwise related to dispute resolution discussions or arbitration, or reflecting the existence, content, record, status, or results of dispute resolution discussions or arbitration is confidential. The Parties are entitled to take discovery consistent with the Federal Rules of Civil Procedure (including, but not limited to, document requests, expert witness reports, interrogatories, requests for admission and depositions). This section will survive the termination of this Agreement.

8.0 MISCELLANEOUS

8.1 **Entire Agreement**. This Agreement and any addenda, schedules, exhibits or appendices to it constitutes the entire understanding of the Parties and supersedes any prior agreements related to the subject matter of this Agreement. If there is a conflict between the **General Terms and Conditions** and a **Product Addendum** or **Service and Rate Schedule**, the terms of the applicable **Product Addendum** and corresponding **Service and Rate Schedule** will prevail for that Product Category. If there is a conflict between an applicable **State Compliance Addendum** and any other part of the Agreement, the terms of the **State Compliance Addendum** will prevail, but only with respect to the particular line of business (e.g., fully insured HMO) or Product Category.

8.2 **Waiver/Governing Law/Severability/No Third Party Beneficiaries/Headings**. The waiver by either Party of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach of this Agreement. Except as otherwise required by Applicable Law, this Agreement will be governed in all respects by the laws of the state where Facility is located, without regard to such state's choice of law provisions. Any determination that any provision of this Agreement or any application of it is invalid, illegal or unenforceable in any respect in any instance will not affect the validity, legality and enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provision of this Agreement. Other than as expressly set forth in this Agreement, no third persons or entities are intended to be or are third party beneficiaries of or under the Agreement, including, but not limited to, Members. Headings in the Agreement are for convenience only and do not affect the meaning of the Agreement.

8.3 **Insurance**. Company agrees to procure and maintain such policies of general and other insurance, and/or maintain an appropriate program of self-insurance, as shall be necessary to insure Company and its employees against any claim or claims for damages arising directly or indirectly in connection with the performance of any service by Company under this Agreement. Facility agrees to procure and maintain such policies of general and professional liability and other insurance or a comparable program of self-insurance at minimum levels as required by state law, or in the absence of a state law specifying a minimum limit, an amount customarily maintained by facilities in the state or region in which the Facility operates. Such insurance coverage shall cover the acts and omissions of Facility as well as those of Facility's agents and employees.

8.4 **Limitation of Liability**. A Party's liability, if any, for damages to the other Party related to this Agreement, will be limited to the damaged Party's actual damages. Neither Party will be liable to the other for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind. This section will survive the termination of this Agreement.

8.5 **Assignment**. Facility may not assign this Agreement without Company's prior written consent. Company may assign this Agreement, in whole or in part, from time to time. To support a partial assignment, Company may duplicate this Agreement, including one or more of the relevant **Product Addenda** and **Service and Rate Schedules**, and assign the duplicate while retaining all or part of the original. If Company sells all or a portion of a Product Category in which

Facility participates (e.g., a line of business), Company may also create and assign to the purchaser a duplicate of this Agreement including the relevant **Product Addenda** and **Service and Rate Schedules**. If Company assigns this Agreement to any entity other than an Affiliate, Company will provide advance written notice to Facility.

8.6 **Amendments**. This Agreement will be deemed to be automatically amended to conform with all Applicable Law promulgated at any time by any state or Federal regulatory agency, governmental authority or applicable accreditation agency. Notwithstanding the foregoing, at Company's discretion, Company may amend this Agreement upon written notice, by letter, newsletter, electronic mail or other media, to Facility to comply with Applicable Law, or any order or directive of any governmental agency.

8.7 **Notices**. Notices required to terminate or non-renew the Agreement or to decline participation in a new Product Category or Plan/program, must be sent by U.S. mail or nationally recognized courier, return receipt requested, to the applicable Party's most currently updated address. Any other notices required under this Agreement may be sent by letter, electronic mail or other generally accepted media, to the applicable Party's last updated address.

8.8 **Non-Exclusivity**. This Agreement is not exclusive and does not preclude either Party from contracting with any other person or entity for any purpose.

DEFINITIONS

Affiliate. Any corporation, partnership or other legal entity, that is directly or indirectly owned or controlled by, or which owns or controls, or which is under common ownership or control with Company. Plans may be offered by separate Company Affiliates and each of those Affiliates is considered to be a Party to this Agreement.

Applicable Law. All applicable Federal and state laws, regulations and governmental directives related to this Agreement, as well as, with respect to Facility, applicable accreditation agency or organization (e.g., TJC, Committee on Accreditation of Rehabilitation Facilities (CARF), American Association for Accreditation of Ambulatory Surgery Facilities (AAAASF), American Osteopathic Association's Healthcare Facilities Accreditation Program (HFAP)) requirements.

Covered Services. Those health care and related services for which a Member is entitled to receive coverage or program benefits under a Plan.

Facility Provider. Any physician or other health care provider: (a) employed by Facility; or (b) who, through a contract or arrangement with Facility, provides services to Members for which Facility is reimbursed under this Agreement.

Member. A person covered by or enrolled in a Plan. Member includes the subscriber and any of the subscriber's eligible dependents.

Participating Provider. A health care provider that participates in Company's participating provider network(s) for the applicable Plan.

Participation Criteria. The participation criteria (e.g., office standards, DEA requirements, etc.) that apply to various types of Participating Providers under Company Policies.

Party. Company or Facility, as applicable.

Payer. A person or entity that is authorized to access one or more networks of Participating Providers and that: (a) is financially responsible for funding or underwriting payments for benefits provided under a Plan; or (b) is not financially responsible to fund or underwrite benefits, but which contracts directly or indirectly with persons or entities that are financially responsible to pay for Covered Services provided to Members. Payers include, but are not limited to, Company, insurers, self-funded employers, third party administrators, labor unions, trusts, and associations.

Plan. A health care benefits plan or program for which Facility serves as a Participating Provider; the terms of each specific Plan are outlined in the applicable summary plan description, certificate of coverage, evidence of coverage, or other coverage or program document.

Policies. Company's policies and procedures that relate to this Agreement, including, but not limited to, Participation Criteria, Provider Manuals, clinical policy bulletins, credentialing/recredentialing, utilization management, quality management, audit, coordination of benefits, Institutes of Excellence™, complaint and appeals, and other policies and procedures (as modified from time to time) that are made available to Facility electronically or through other commonly accepted media. Policies may vary by Affiliate, Product Category and/or Plan.

Product Category. A category of health benefit plans or products (e.g., Commercial Health, Medicare, Workers' Compensation) in which Facility participates under this Agreement, as more fully described on the applicable **Product Addendum(a)**.

Provider Manual. Company's handbook(s), manual(s) and guide(s) applicable to various types of Participating Providers and Product Categories.

NATIONAL PROVIDER AGREEMENT

Aetna Network Services LLC, on behalf of itself and its Affiliates ("Company"), and _____, on behalf of itself and any and all of its Group Providers ("Provider"), are entering into this Provider Agreement (the "Agreement"), as of the Effective Date listed below.

The Agreement includes this cover/signature page,and the **General Terms and Conditions** and **Definitions** that follow. It also includes one or more of the following parts:

i) **State Compliance Addenda** that contain state-specific requirements for various Product Categories;
ii) **Product Addenda** that include additional requirements for specific Product Categories;
iii) **Service and Rate Schedules** that go along with the various Product Addenda;
iv) **Appendices** and/or other attachments containing definitions and/or other information.

As of the Effective Date, Provider agrees to participate in each Product Category checked below. Important information on how Product Categories can be added to or deleted from the list is contained in the Agreement.

	PRODUCT CATEGORIES
	Commercial Health
	Medicare
	Medical Rental Network
	Workers' Compensation Network
	Auto Network
	Institutes of Excellence® (IOE) Transplant Program (subject to separate approval by Company)
	Medicaid
	[Other]

EFFECTIVE DATE: _____ (or later date that credentialing is complete).

TERM: This Agreement begins on the Effective Date, continues for an initial term of _____, and then automatically renews for consecutive one (1) year terms. The Agreement may be terminated by either Party at any time after the initial term, or non-renewed at the end of the initial or any subsequent term, for any reason or no reason at all, with at least _____ days advance written notice to the other Party. Additional termination provisions are included in the Agreement.

The undersigned representative of Provider has read and understood this Agreement, has had the opportunity to review it with an attorney of Provider's choice, and is authorized to bind Provider, including all Group Providers and Provider locations, to the terms of the Agreement.

PROVIDER

By: {{*_es_:signer1:signature }}

Printed Name: {{*_es_:signer1:fullname }}

Title: {{*_es_:signer1:title }}

Date: {{*_es_:signer1:date }}

FEDERAL TAX I.D. NUMBER: {{*TIN_es_:signer1 }}

As required by Section 8.6 ("Notices") of this Agreement, notices shall be sent to the following addresses:

Provider contract notice address:

Error! AutoText entry not defined.

Provider contract notice email address:

{{CNAEmail_es_:signer1 }}

COMPANY

By: {{*_es_:signer2:signature }}

Printed Name: {{*_es_:signer2:fullname }}

Title: {{*_es_:signer2:title }}

Date: {{*_es_:signer2:date }}

As required by Section 8.7 ("Notices") of this Agreement, notices shall be sent to the following addresses:

Company:

National Ancillary Contracting, U12N
980 Jolly Road
Blue Bell, PA 19422

GENERAL TERMS AND CONDITIONS

1.0 PROVIDER OBLIGATIONS

1.1 **General Obligations**. Provider agrees that it and all Group Providers will:

(a) provide Covered Services (including, but not limited to, any related facilities, equipment, personnel and/or other resources necessary to provide the Covered Services), to Members according to generally accepted standards of care in the applicable geographic area and within the scope of its/their licenses and authorizations to practice;

(b) obtain and maintain all applicable license(s), certification(s), registration(s), authorization(s) and accreditation(s) required by Applicable Law;

(c) comply with all Applicable Law related to this Agreement and the provision of and payment for health care services; Provider represents that neither it nor any Group Provider has been excluded from participation in any Federal or state funded health program, or has a report filed in the National Practitioner Data Bank (NPDB);

(d) comply with Company's credentialing/recredentialing requirements and applicable Participation Criteria; Provider understands that no Group Provider may serve as a Participating Provider until that provider is fully credentialed and approved by the applicable peer review committee;

(e) require all Group Providers in all Individual Sites and Provider locations, to provide Covered Services to Members in compliance with the terms of this Agreement; any exceptions must be approved in advance, in writing, by Company;

(f) obtain from Members any necessary consents or authorizations to the release of their medical information and records to governmental entities, Company and Payers, and their agents and representatives;

(g) obtain signed assignments of benefits from all Members authorizing payment for Provider's services to be made directly to Provider instead of to the Member, unless Company specifically directs otherwise or the applicable Plan requires otherwise;

(h) treat all Members with the same degree of care and skill as they treat patients who are not Members; Provider further agrees not to discriminate against Members in violation of Applicable Law or Company Policies;

(i) maintain an ongoing internal quality assurance/assessment program that includes, but is not limited to, the credentialing, supervision, monitoring and oversight of its employees and contractors providing services under this Agreement;

(j) cooperate promptly, during and after the term of this Agreement, with reasonable and lawful requests from Company and Payers for information and records related to this Agreement, as well as with all requests from governmental and/or accreditation agencies. Among other things, Provider agrees to provide Company and Payers with the information and records necessary for them to properly administer claims and the applicable Plan; resolve Member grievances, complaints and appeals; comply with reporting requirements related to the Affordable Care Act (ACA) (including, but not limited to, information related to the ACA's medical loss ratio requirements); perform quality management activities; and fulfill data collection and reporting requirements (e.g., HEDIS);

(k) not provide or accept any kickbacks or payments based on the number or value of referrals in violation of Applicable Law. Unless disclosed in advance to Company and the affected Member, Provider will not accept any referral from persons or entities that have a financial interest in Provider, or make any referrals to persons or entities in which Provider has a financial interest;

(l) refer Members only to other Participating Providers (including, but not limited to pharmaceutical providers and vendors), unless specifically authorized otherwise by Company and/or permitted by the applicable Plan and Company Policies;

(m) unless prohibited by Applicable Law or a violation of a specific peer review privilege, notify Company promptly about any: (i) material litigation brought against Provider or a Group Provider that is related to the

provision of health care services to Members and/or that could reasonably have a material impact on the services that Provider renders to Members; (ii) claims against Provider or a Group Provider by governmental agencies including, but not limited to, any claims regarding fraud, abuse, self-referral, false claims, or kickbacks; (iii) change in the ownership or management of Provider; and (iv) material change in services provided by Provider or any loss, suspension or restriction of licensure, accreditation, registration or certification status of Provider or a Group Provider related to those services

1.2 **Provider, Group Provider and Individual Site Contacts and Service Information**. Provider agrees that it has provided Company with contact information, including, but not limited to, a list of Group Providers (including a list of Group Providers at each Individual Site and Provider location), that is complete and accurate as of the Effective Date. Provider will notify Company within ten (10) business days of all changes to (a) such list/information: (b) the services Provider and/or Group Providers provide at each Individual Site/location; and (c) any contact and/or billing information for Provider and Group Providers. Notwithstanding the previous sentence, Provider must notify Company at least ninety (90) days in advance in the event that any Individual Site/location is being opened, acquired, sold, merged and/or closed. Provider understands that failure to keep all contact and service such information current and to periodically confirm its accuracy as reasonably requested by Company, will be a material breach of this Agreement. Company's additional requirements for updating information and the actions it may take if Provider fails to confirm its information are outlined in the Provider Manual and/or related Policies made available to Provider.

1.3 **Compliance with Company Policies**. Provider agrees to comply with Company Policies, including, but not limited, those contained in the Provider Manual, as modified by Company from time to time. If a change in a Company Policy would materially and adversely affect Provider's administration or rates under this Agreement, Company will send Provider at least ninety (90) days advance written notice of the Policy change. Provider understands that Policy changes will automatically take effect on the date specified, unless an earlier date is required by Applicable Law. If Provider objects to a Policy change that will have a significant impact on Provider's administration or operations or will create a material adverse financial impact for Provider, it shall, within sixty (60) days of Company's notification, provide Company with written notice, specifying the basis for its concern; in such event, the Parties will attempt to negotiate an appropriate amendment, if any, to this Agreement. Provider is encouraged to contact Company to discuss any questions or concerns with Company Policies or Policy changes.

1.4 **Claims Submission and Payment**. Subject to Applicable Law, Provider agrees:

(a) to accept the rates contained in the applicable Service and Rate Schedule(s), regardless of where services are provided, as payment in full for Covered Services (including for services that would be Covered Services but for the Member's exhaustion of benefits (e.g., above the annual maximum));

(b) that it is responsible for and will promptly pay all Group Providers for services rendered, and that it will require all Group Providers to look solely to Provider for payment;

(c) to submit complete, clean, electronic claims for Covered Services provided by Provider and Group Providers, containing all information needed to process the claims, within one hundred and twenty (120) days of the date of service or discharge, as applicable, or from the date of receipt of the primary payer's explanation of benefits if Company or Payer is the secondary payer. This requirement will be waived if Provider provides notice to Company, along with appropriate evidence, of extraordinary circumstances outside of Provider's control that resulted in a delayed submission;

(d) to respond within forty-five (45) days to Company or Payer requests for additional information regarding submitted claims;

(e) to notify Company of any underpayment, or payment or claim denial dispute, within one hundred and eighty (180) days from date of payment and to follow Company's dispute and appeal Policies for resolution;

(f) to notify Company promptly after becoming aware of any overpayment (e.g., a duplicate payment or payment for services rendered to a patient who was not a Member) and to cooperate with Company for the prompt return of any overpayment. In the event of Provider's failure to cooperate with this section, Company shall have the right to offset any overpaid amount against future claims;

(g) that Company and Payers will not be obligated to pay for claims not submitted, completed or disputed/appealed as required above, or that are billed in violation of Applicable Law, this Agreement or Company Policies, and that Members may not be billed for any such claims;

(h) in the event that Provider acquires or takes operational responsibility for another Participating Provider (e.g., facility or ancillary provider), the then current agreement between Company and such Participating Provider for the longer of: (i) one (1) year; or (ii) the expiration of the then current term of such agreement. Notwithstanding the foregoing, Company may notify Provider with at least sixty (60) days' prior written notice that the terms of this Agreement shall sooner apply to such Participating Provider.

1.5 **Member Billing**. Provider agrees that Members will not be billed or charged any amount for Covered Services, except for applicable copayments, coinsurance and deductible amounts. If services are not reimbursed because of Provider's failure to comply with its obligations under this Agreement (e.g., for late submission of claims), Members may not be billed for those services. A Member may be billed for services that are not Covered Services under the Member's Plan (including for services that are not considered "medically necessary" under a Plan) as long as the Member is informed that those services are not covered and has agreed, in advance, to pay for the services. This section will survive the termination of this Agreement. In no event may Provider bill a member in violation of Applicable Law (including, but not limited to, in violation of Medicare requirements.)

1.6 **Utilization Management**. Provider agrees that it shall be subject to utilization management (including prospective, concurrent and retrospective review) and that payment for Provider services may be adjusted or denied for the inefficient delivery of services.

1.7 **Precertification and Referrals**. Provider agrees to comply with any applicable precertification and/or referral requirements under the Member's Plan. For the purpose of pre-service testing, Provider agrees to directly provide testing or accept test results and examinations performed outside Provider, provided such tests and examinations are: (a) performed by a state licensed laboratory for laboratory tests, and a licensed physician for such other tests and examinations; and (b) performed within a time reasonably proximate to the delivery of services. For those Members who require services under a specialty program (e.g., transplant services), Provider agrees to work with Company in transferring the Member's care to a specialty program Provider, as the case may be.

1.8 **Third Party Premium Payments**. Provider agrees that it will not, either directly or indirectly, or through or in conjunction with any third party, pay for or otherwise reimburse Members (through monetary currency, gift cards, credits and/or other items of value) for all or a part of the cost of health coverage.

2.0 COMPANY OBLIGATIONS

2.1 **General Obligations**. Company agrees that:

(a) unless an exception is stated in the applicable **Product Addendum** (e.g., no ID cards for Workers' Compensation Plans), Company or Payers will: (i) provide Members with a means to identify themselves to Provider; (ii) provide Provider with an explanation of provider payments, a general description of products and a listing of Participating Providers; (iii) provide Provider with a means to check Member eligibility; and (iv) include Provider in the Participating Provider directory(ies) for the applicable Plans;

(b) it, through its applicable Affiliate(s), will be appropriately licensed, where required, to offer, issue and/or administer Plans in the service areas covered by this Agreement;

(c) it is, and will remain throughout the term of this Agreement, in material compliance with Applicable Law related to its performance of its obligations under this Agreement;

(d) it will notify Provider of periodic updates to its Policies as required by this Agreement and make current Policies available to Providers through its provider websites or other commonly accepted media.

2.2 **Claims Payment.** Subject to Applicable Law, the terms of each applicable **Product Addendum(a) and Service and Rate Schedule(s)**, and Company's payment and review Policies (e.g., prepayment review of certain claims), and except for applicable Member copayments, coinsurance and deductibles, Company agrees:

(a) when it is the Payer, to pay Provider for Covered Services rendered to Members; and

(b) when it is not the Payer, to notify the Payer to forward payment to Provider for Covered Services,

within forty-five (45) days of receipt of a clean, complete, undisputed electronic claim. While Company may service or process payment for claims on behalf of Payers who are not Affiliates (e.g., self-funded plan sponsors), Provider acknowledges that Company has no legal or other responsibility for the payment of those claims. However, Company will use commercially reasonable efforts to assist Provider, as appropriate, in collecting payments from Payers.

3.0 NETWORK PARTICIPATION

Provider agrees that it and Group Providers (in all Individual Sites and locations) will participate in the Product Categories checked on the signature sheet to this Agreement. Company has the right, upon ninety (90) days written notice to Provider, to:

(a) add Product Categories (e.g., Medicare or a new Product Category not existing as of the Effective Date); and
(b) add types of Plans (e.g., PPO, HMO) and/or specialty programs (e.g., disease management or women's health) in any Product Category;

Company will notify Provider of the rates that will apply for any addition and will, as necessary, send Provider a new or revised **Product Addendum** and **Service and Rate Schedule**.

Provider can decline any addition by notifying Company in writing, within thirty (30) days of receiving Company's notice. A variation of an existing Product Category, Plan type or specialty program at existing terms and rates will not be considered "an addition" under this section.

Company is not required to designate, include, or continue to include Provider, any specific Group Provider(s) or any specific Individual Site/Provider location(s) as a preferred provider or Participating Provider in any specific Product Category, Plan (or Plan variation), product, or specialty program or geographic area. Company may operate networks in which Provider is not included, whether for specific Payers/customers or otherwise. In certain situations, Provider may treat a Member of a Plan or Product Category in which Provider does not participate (e.g., a Member traveling out of area, emergency services). In those situations, Company may apply rates and terms (e.g., no balance billing) that Provider has accepted under this Agreement for Covered Services provided to those Members. Not all Product Categories and Plan types are available in all geographic locations.

4.0 CONFIDENTIALITY

Company and Provider agree that Provider's medical records do not belong to Company. Company and Provider agree that the information contained in the claims Provider submits under this Agreement belongs to Company and/or the applicable Payer and may be used by Company and/or the applicable Payer for quality management, plan administration and other lawful purposes. Each Party will maintain and use confidential Member information and records in accordance with Applicable Law. Each Party agrees that the confidential and proprietary information of the other Party is the exclusive property of that other Party and, unless publicly available, each Party agrees to keep the confidential and proprietary information of the other Party strictly confidential and not to disclose it to any third party without the other Party's consent, except: (a) to governmental authorities having jurisdiction; (b) in the case of Company's disclosure, to Members, Payers, prospective or current customers, or consultants or vendors under contract with Company; and (c) in the case of Provider's/Group Providers' disclosure, to Members for the purpose of advising a Member of potential treatment options and costs. Except as otherwise required by Applicable Law, Provider will keep the rates and the development of rates and other terms of this Agreement confidential. However, Provider is encouraged to discuss Company's provider payment methodology with patients, including descriptions of the methodology under which the Provider is paid. In addition, Provider and Group Providers are encouraged to communicate with patients about their treatment options, regardless of benefit coverage limitations. This section will survive the termination of this Agreement.

5.0 ADDITIONAL TERMINATION/SUSPENSION RIGHTS AND OBLIGATIONS

5.1 **Termination of Individual Group Providers**. Company may terminate the participation of one or more Group Providers, Individual Sites or locations by providing Provider with at least ninety (90) days written notice prior to the date of termination.

5.2 **Termination for Breach**. This Agreement may be terminated at any time by either Party upon at least sixty (60) days prior written notice of such termination to the other Party, upon such other Party's material breach of its obligations under this Agreement, unless such material breach is cured within sixty (60) days of the notice of termination.

5.3 **Immediate Termination or Suspension**. Company may terminate or suspend this Agreement with respect to Provider or any Group Provider (including, but not limited to, any Individual Site or location), with written notice to Provider, due to: (a) Provider's or the applicable Group Provider's failure to continue to meet the licensure and other requirements of the applicable Participation Criteria; (b) bankruptcy or receivership or an assignment by Provider for the benefit of creditors; (c) Provider's or the applicable Group Provider's indictment, arrest or conviction of a felony; or for any indictment, arrest or conviction of criminal charge related to fraud or in any way impairing Provider's or a Group Provider's practice of medicine; (d) the exclusion, debarment or suspension of Provider or a Group Provider from participation in any governmental sponsored program, including, but not limited to, Medicare or Medicaid; (e) change of control of Provider to an entity not acceptable to Company; (f) any false statement or material omission of Provider or a Group Provider in a network participation application and/or related materials; or (g) a determination by Company that Provider's continued participation in provider networks could reasonably result in harm to Members. To protect the interests of patients, including Members, Provider will provide immediate notice to Company of any of the events described in (a)-(f) above. Provider may terminate this Agreement, with written notice to Company due to: (x) Company's failure to continue to maintain the licensure and authorizations required for it to meet its obligations under this Agreement; or (y) Company's bankruptcy or receivership, or an assignment by Company for the benefit of creditors.

5.4 **Obligations Following Termination**. Upon termination of this Agreement for any reason, Provider agrees to provide services, at Company's discretion, to: (a) any Member under Provider's care who, at the time of the effective date of termination, is a registered bed patient at a hospital or facility, until such Member's discharge or Company's orderly transition of such Member's care to another provider; and (b) in any other situation required by Applicable Law. In addition, Provider agrees to facilitate the transfer of care for any Members then receiving services under this Agreement to another Participating Provider. The applicable **Service and Rate Schedule** will apply to all services provided under this section. Upon notice of termination of this Agreement or of participation in a Plan, Provider will cooperate with Company to transfer Members to other providers. Company may provide advance notice of the termination to Members.

5.5 **Obligations During Dispute Resolution Procedures**. In the event of any dispute between the Parties in which a party has provided notice of termination for breach under Section 5.2 above, and the dispute is required to be resolved or is submitted for resolution under Section 7.0 below, the termination of this Agreement shall cease and the Parties shall continue to perform under the terms of this Agreement until the final resolution of the dispute.

6.0 RELATIONSHIP OF THE PARTIES

6.1 **Independent Contractor Status/Indemnification**. Company and Provider are independent contractors, and not employees, agents or representatives of each other. Company and Provider will each be solely liable for its own activities and those of its employees and agents, and neither Company nor Provider will be liable in any way for the activities of the other Party or the other Party's employees or agents. Provider acknowledges that all Member care and related decisions are the responsibility of Provider and/or Group Providers and that Policies do not dictate or control Provider's and/or Group Providers' clinical decisions with respect to the care of Members. Provider agrees to indemnify and hold harmless Company from any and all third party claims, liabilities and causes of action (including, but not limited to, reasonable attorneys' fees) arising out of Provider's and/or Group Providers' provision of care to Members. Company agrees to indemnify and hold harmless Provider and Group Providers from any and all third party claims, liabilities and causes of action (including, but not limited to, reasonable attorneys' fees) arising out of the Company's administration of Plans. This provision will survive the termination of this Agreement.

6.2 **Use of Name**. Provider agrees that its name and other identifying and descriptive material can be used in provider directories and in other materials and marketing literature of Company and Payers, including, but not limited to, in customer bids, requests for proposals, state license applications and/or other submissions. Provider will not use Company's or its Affiliates' or a Payer's names, logos, trademarks or service marks without Company's and/or the applicable Payer's prior written consent.

6.3 **Interference with Contractual Relations**. Provider will not engage in activities that would cause Company to lose existing or potential Members, including but not limited to, advising Company customers, Payers or other entities currently under contract with Company to cancel, or not renew their contracts. Except as required under this

Agreement or by a governmental authority or court of competent jurisdiction, Provider will not use or disclose to any third party, membership lists acquired during the term of this Agreement including, but not limited to, for the purpose of soliciting individuals who were or are Members or otherwise to compete with Company. Nothing in this section is intended or will be deemed to restrict: (a) any communication between Provider and a Member, or a party designated by a Member, that is determined by Provider to be necessary or appropriate for the diagnosis and care of the Member; or (b) notification of participation status with other insurers or plans. This section will survive the termination of this Agreement for a period of one (1) year following termination or expiration.

7.0 DISPUTE RESOLUTION

7.1 **Dispute Resolution**. Company will provide an internal mechanism under which Provider can raise issues, concerns, controversies or claims regarding the obligations of the Parties under this Agreement. Provider will exhaust Company's internal mechanism before instituting any arbitration or other permitted legal proceeding. The Parties agree that any discussions and negotiations held during this process will be treated as settlement negotiations and will be inadmissible into evidence in any court proceeding, except to prove the existence of a binding settlement agreement.

7.2 **Arbitration**. Any controversy or claim arising out of or relating to this Agreement, including breach, termination, or validity of the Agreement, except for injunctive relief or any other form of equitable relief, will be settled by confidential, binding arbitration, in accordance with the Commercial Rules of the American Arbitration Association (AAA). **COMPANY AND PROVIDER UNDERSTAND AND AGREE THAT, BY AGREEING TO THIS ARBITRATION PROVISION, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT.** The arbitrator may award only compensatory damages for breach of contract, and is not empowered to award punitive, exemplary or extra-contractual damages. Where a Party's claim is for greater than Ten Million Dollars ($10,000,000), a panel of three (3) arbitrators (one chosen by each Party and the third to be a former Federal district court judge agreed upon by the Parties) will preside over the matter, unless the Parties agree otherwise. If a Party's claim is for less than Ten Million Dollars ($10,000,000), a single (1) arbitrator will preside over the matter, unless the Parties agree otherwise. The arbitrator(s) are bound by the terms of this arbitration provision. In the event a Party believes there is a clear error of law and within thirty (30) days of receipt of an award of $250,000 or more (which shall not be binding if an appeal is taken), a Party may notify the AAA of its intention to appeal the award to a second arbitrator (the "Appeal Arbitrator"), designated in the same manner as the original, except that the Appeal Arbitrator(s) must have at least twenty (20) years' experience in the active practice of law or as a judge. The award, as confirmed, modified or replaced by the Appeal Arbitrator, shall be final and binding, and judgment thereon may be entered by any court having jurisdiction thereof. No other arbitration appeals may be made. Except as may be required by law or to the extent necessary in connection with a judicial challenge, permitted appeal, or enforcement of an award, neither a Party nor an arbitrator may disclose the existence, content, record, status or results of dispute resolution discussions or an arbitration. Any information, document, or record (in whatever form preserved) referring to, discussing, or otherwise related to dispute resolution discussions or arbitration, or reflecting the existence, content, record, status, or results of dispute resolution discussions or arbitration is confidential. The Parties are entitled to take discovery consistent with the Federal Rules of Civil Procedure (including, but not limited to, document requests, expert witness reports, interrogatories, requests for admission and depositions). This section will survive the termination of this Agreement.

8.0 MISCELLANEOUS

8.1 **Entire Agreement**. This Agreement and any addenda, schedules, exhibits or appendices to it constitutes the entire understanding of the Parties and supersedes any prior agreements related to the subject matter of this Agreement. If there is a conflict between the **General Terms and Conditions** and a **Product Addendum** or **Service and Rate Schedule**, the terms of the applicable **Product Addendum** and corresponding **Service and Rate Schedule** will prevail for that Product Category. If there is a conflict between an applicable **State Compliance Addendum** and any other part of the Agreement, the terms of the **State Compliance Addendum** will prevail, but only with respect to the particular line of business (e.g., fully insured HMO) or Product Category.

8.2 **Waiver/Governing Law/Severability/No Third Party Beneficiaries/Headings**. The waiver by either Party of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach of this Agreement. Except as otherwise required by Applicable Law, this Agreement will be governed in all respects by the laws of the state where Provider is located, without regard to such state's choice of law

provisions, however that with respect to Individual Sites in certain states that may require modifications to this Agreement, this Agreement shall be deemed amended as applicable to such Individual Sites in accordance with the mandated state requirements set forth in the applicable attached **State Compliance Addenda**. Any determination that any provision of this Agreement or any application of it is invalid, illegal or unenforceable in any respect in any instance will not affect the validity, legality and enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provision of this Agreement. Other than as expressly set forth in this Agreement, no third persons or entities are intended to be or are third party beneficiaries of or under the Agreement, including, but not limited to, Members. Headings in the Agreement are for convenience only and do not affect the meaning of the Agreement.

8.3 **Insurance**. Company agrees to procure and maintain such policies of general and other insurance, and/or maintain an appropriate program of self-insurance, as shall be necessary to insure Company and its employees against any claim(s) for damages arising in connection with the performance of Company's obligations under this Agreement. Provider agrees to procure and maintain such policies of general and professional liability and other insurance at minimum levels required by state law, or in the absence of state law specifying a minimum limit, an amount customarily maintained by similarly situated providers of similar services in the state(s) or region(s) in which Provider operates. Such insurance coverage shall cover the acts and omissions of Provider and Group Providers.

8.4 **Limitation of Liability**. A Party's liability, if any, for damages to the other Party related to this Agreement, will be limited to the damaged Party's actual damages. Neither Party will be liable to the other for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind. This section will survive the termination of this Agreement.

8.5 **Assignment**. Provider may not assign this Agreement without Company's prior written consent. Company may assign this Agreement, in whole or in part, from time to time. To support a partial assignment, Company may duplicate this Agreement, including one or more of the relevant **Product Addenda** and **Service and Rate Schedules**, and assign the duplicate while retaining all or part of the original. If Company sells all or a portion of a Product Category in which Provider participates (e.g., a line of business), Company may also create and assign to the purchaser a duplicate of this Agreement including the relevant **Product Addenda** and **Service and Rate Schedules**. If Company assigns this Agreement to any entity other than an Affiliate, Company will provide advance written notice to Provider.

8.6 **Amendments**. This Agreement will be deemed to be automatically amended to conform with all Applicable Law promulgated at any time by any state or Federal regulatory agency, governmental authority or applicable accreditation agency. Notwithstanding the foregoing, at Company's discretion, Company may amend this Agreement upon written notice to Provider by letter, newsletter, or electronic or other commonly accepted media, to comply with Applicable Law.

8.7 **Notices**. Notices required to terminate or non-renew the Agreement or to decline participation in a new Product Category or Plan/program, must be sent by U.S. mail or nationally recognized courier, return receipt requested, to the applicable Party's most currently updated address. Any other notices required under this Agreement may be sent by letter, electronic mail or other generally accepted media, to the applicable Party's last updated address.

8.8 **Non-Exclusivity**. This Agreement is not exclusive, and does not preclude either Party from contracting with any other person or entity for any purpose.

DEFINITIONS

Affiliate. Any corporation, partnership or other legal entity, that is directly or indirectly owned or controlled by, or which owns or controls, or which is under common ownership or control with Company. Plans may be offered by separate Company Affiliates and each of those Affiliates is considered to be a Party to this Agreement.

Applicable Law. All applicable Federal and state laws, regulations and governmental directives related to this Agreement, as well as, with respect to Provider, applicable accreditation agency/organization requirements.

Covered Services. Those health care and related services for which a Member is entitled to receive coverage or program benefits under a Plan.

Group Provider. A health care provider (a) employed by Provider or (b) who, through a contract or arrangement with Provider, provides services to Members for which Provider is reimbursed under this Agreement or who otherwise bills for services under this Agreement, whether on a regular or on call basis. Group Provider includes all of the persons and entities that provide services to Members in any of Provider's practice arrangements, Individual Sites, or locations and under any of its tax identification numbers, unless specifically excluded, as explained in the Agreement.

Individual Sites. Individual Provider facilities and/or centers that are owned and/or operated by Provider (and including employed and/or contracted personnel providing services at such sites).

Member. A person covered by or enrolled in a Plan. Member includes the subscriber and any of the subscriber's eligible dependents.

Participating Provider. A health care provider that participates in Company's participating provider network(s) for the applicable Plan.

Participation Criteria. The participation criteria (e.g., office standards, DEA requirements, etc.) that apply to various types of Participating Providers under Company Policies.

Party. Company or Provider, as applicable.

Payer. A person or entity that is authorized to access one or more networks of Participating Providers and that: (a) is financially responsible for funding or underwriting payments for benefits provided under a Plan; or (b) is not financially responsible to fund or underwrite benefits, but which contracts directly or indirectly with persons or entities that are financially responsible to pay for Covered Services provided to Members. Payers include, but are not limited to, Company, insurers, self-funded employers, third party administrators, labor unions, trusts, and associations.

Plan. A health care benefits plan or program for which Provider serves as a Participating Provider; the terms of each specific Plan are outlined in the applicable summary plan description, certificate of coverage, evidence of coverage, or other coverage or program document.

Policies. Company's policies and procedures that relate to this Agreement, including, but not limited to, Participation Criteria; Provider Manuals; clinical policy bulletins; credentialing/recredentialing, utilization management, quality management, audit, coordination of benefits, complaint and appeals, and other policies and procedures (as modified from time to time), that are made available to Provider electronically or through other commonly accepted media. Policies may vary by Affiliate, Product Category and/or Plan.

Product Category. A category of health benefit plans or products (e.g., Commercial Health, Medicare, Workers' Compensation) in which Provider participates under this Agreement, as more fully described on the applicable **Product Addendum(a)**.

Provider Manual. Company's handbook(s), manual(s) and guide(s) applicable to various types of Participating Providers and Product Categories.

STATE COMPLIANCE ADDENDUM
FOR NEVADA
COMMERCIAL HEALTH PRODUCTS
(National Provider Agreement)

The State Compliance Addendum attached to this Agreement is expressly incorporated into this Agreement and is binding upon the Parties to this Agreement. In the event of any inconsistent or contrary language between the State Compliance Addendum and any other part of this Agreement, including but not limited to exhibits, attachments, or amendments, the Parties agree that the provisions of the State Compliance Addendum shall prevail, but, if applicable, only with respect to a particular line of business (*e.g.*, fully-insured HMO) and/or Product Category. For purposes of this State Compliance Addendum, the term "Provider" shall mean the health care facility, hospital, or provider executing the Agreement, as identified on the first page of the Agreement.

Signature Page

The following shall be added to the end of the "Term" paragraph:

> "Notwithstanding anything to the contrary in this Agreement, in accordance with NAC 695C.190(3) this Agreement shall be effective for at least one (1) year, subject to the rights of termination set forth in this Agreement."

1.1 General Obligations

The following shall be added to the end of subsection (a) of Section 1.1 General Obligations:

> "Provider shall provide all medically necessary Covered Services to each Member for the period for which a premium has been paid to Company."

The following shall be added to the end of subsection (h) of Section 1.1 General Obligations:

> "Provider shall furnish Covered Services to all Members without regard to the Members' participation in any Plan as a private purchaser or as a participant in a publicly financed program of health care services; *provided, however*, that this requirement does not apply to circumstances where Provider should not render services due to limitations arising from a lack of training, experience, or skill, or from licensing restrictions."

The following shall be added to the end of subsection (i) of Section 1.1 General Obligations:

> "Provider shall participate in any quality-assurance program adopted by Company and shall provide access to medical records for purposes of quality reviews conducted by Company, or by authorized government agencies or third parties."

The following shall be added to the end of subsection (j) of Section 1.1 General Obligations:

> "Without limiting the foregoing, Provider shall make health records available (i) to appropriate state and federal authorities involved in assessing the quality of care provided to Members, and/or in investigating the grievances or complaints of Members, and (ii) as necessary to comply with applicable state and federal laws related to the confidentiality of medical and health records and the Members' right to see, obtain copies of, or amend their medical and health records."

The following shall be added as new subsection (m) of Section 1.1 General Obligations:

> "If Provider is a federally qualified health center (a/k/a FQHC), Provider shall comply with all regulatory requirements related to FQHCs, including without limitation certification for participation in any applicable state or federal program, and requirements relating to the appropriate credentials for providers of health care."

1.5 Member Billing

The following shall be added to the end of Section 1.5 Member Billing:

"1.5.1 No Member Liability. Provider releases Members from liability for the cost of Covered Services rendered pursuant to the Agreement. If Company fails to pay for Covered Services for any reason, including but not limited to insolvency or breach of the Agreement, Members shall not be liable to Provider for any money owed to Provider pursuant to the Agreement. Neither Provider nor its agent(s), trustee(s), or assignee(s) may maintain an action at law or attempt to collect from a Member any money that Company owes to Provider. This provision does not prohibit the collection of any uncovered charges that a Member agreed to pay or the collection of any copayment from a Member. This provision survives termination of the Agreement, regardless of the reason for termination.

1.5.2 Holding Members Harmless. In addition to the requirements set forth in Sections 1.5 and 1.5.1 above, and to ensure compliance with NRS 687B.690 and NRS 687B.710, Provider agrees that in no event, including but not limited to nonpayment by Company or any applicable intermediary, the insolvency of Company or any applicable intermediary, or the breach of this Agreement, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration, or reimbursement from, or have any recourse against, a Member or any person (other than Company or any applicable intermediary) acting on behalf of Member for health care services provided under this Agreement. For the sake of clarity, this provision does not prohibit Provider from collecting coinsurance, deductibles, or copayments, as may be specifically provided for in the evidence of coverage, or collecting fees for uncovered services delivered on a fee-for-service basis to Members. Furthermore, this provision does not prohibit Provider (unless Provider is employed full-time on the staff of Company and has agreed to provide health care services exclusively to Company's Members and no others) and a Member from agreeing to continue health care services solely at the expense of Member, so long as Provider has clearly informed Member that Company may not cover or continue to cover specific health care service(s). Except as provided herein, this provision does not prohibit Provider from pursuing any available legal remedy.

The provisions in this Section 1.5.2 shall be construed in favor of the Members, shall survive the termination of the Agreement regardless of the reason for the termination, including without limitation the insolvency of Company or any applicable intermediary, and shall supersede any oral or written contrary agreement between Provider and any Member or the representative of any Member if the contrary agreement is inconsistent with these provisions."

2.1 General Obligations

The following shall be added to the end of Section 2.1 General Obligations:

"(e) it shall establish mechanisms and procedures by which Provider: (a) will be notified on an ongoing basis of the specific health care services that are Covered Services under the Plans and for which Provider will be responsible, including without limitation any restrictions or conditions on such Covered Services; (b) may seek to resolve administrative, payment, or other disputes that Provider may have with Company; and (c) may determine, in a timely manner at the time health care services are to be provided to an individual, whether that individual is a Member under a Plan and/or is within a grace period (as may be applicable) for the payment of a premium during which Company may hold a claim for Covered Services pending receipt of the payment of that premium.

(f) if either of the following events occurs, it shall provide written notice of such event to Provider as soon as practicable after such event occurs: (i) a court determines Company or any applicable intermediary to be insolvent; or (ii) Company or any applicable intermediary otherwise ceases operations.

(g) it shall notify Provider of Provider's responsibilities under the Agreement with respect to any applicable administrative policies and programs of Company, including without limitation those concerning: (i) terms of payment; (ii) utilization review; (iii) quality assessment and improvement; (iv) credentialing; (v) procedures for grievances and appeals; (vi) requirements for data reporting; (vii) requirements for timely notice to Company of changes in Provider's practices, such as the Provider no longer accepting new patients; (viii) requirements for confidentiality; and (ix) any applicable federal or state programs. Company shall furthermore notify Provider of Provider's obligations, if any, under the Agreement (i) to collect

applicable coinsurance, copayments, or deductibles from Members pursuant to the evidence of coverage, and/or (ii) to notify Members of their respective personal financial obligations for health care services that are not Covered Services.

(h) it shall not offer or pay any type of material inducement, bonus, or other financial incentive to Provider to deny, reduce, withhold, limit, or delay specific medically necessary health care services to a Member, or to encourage or otherwise incent Provider to deliver health care services to a Member which are less than those which are medically necessary; *provided, however*, that nothing in this provision shall prohibit an arrangement for payment between Company and Provider that uses capitation or other financial incentives, so long as such arrangement is designed to provide an incentive to Provider to use health care services effectively and consistently in the best interest of the health care of the Member.

(i) Upon execution of the Agreement, it shall notify Provider of all provisions of this Agreement and any documents incorporated by reference into this Agreement. During the term of this Agreement, Company shall provide Provider with timely notice of any changes to the provisions of this Agreement, or to any documents incorporated by reference therein, that would result in a material change in the Agreement. For purposes of this provision, the terms "material change" and "timely notice" shall have the same meanings that are ascribed to those respective concepts in Section 1.3 (Compliance with Company Policies) of the Agreement. Specifically, (a) "material change" shall mean a change to the Agreement that would materially and adversely affect Provider's administration or rates under the Agreement, would have a significant impact on Provider's administration or operations, or would create a material adverse financial impact for Provider; and (b) "timely notice" shall mean at least ninety (90) days' advance written notice to Provider of that change, with Provider required to deliver to Company a written objection to that change within sixty (60) days of Company's notice, specifying the basis for Provider's concern/objection, or else the change shall automatically take effect.

(j) it shall notify Provider of Provider's status as a participating provider in Company's network and Provider's inclusion in any list of network providers that Company maintains, and Company shall do so in a timely manner upon Provider's request and/or upon any change to Provider's network status or to Provider's inclusion in any list of network providers."

2.2 Claims Payment

Section 2.2 Claims Payment shall be deleted and replaced with the following:

"2.2 Claims Payment. Subject to Applicable Law, the terms of each applicable **Product Addendum(a) and Service and Rate Schedule(s)**, and Company's payment and review Policies (*e.g.*, prepayment review of certain claims), and except for applicable Member copayments, coinsurance and deductibles, Company agrees:

(a) when it is the Payer, to pay Provider for Covered Services rendered to Members; and
(b) when it is not the Payer, to notify the Payer to forward payment to Provider for Covered Services,

within thirty (30) days of receipt of a clean, complete, undisputed electronic claim. For the sake of clarity, Company shall approve or deny a claim for services within thirty (30) days after it receives the claim, except as provided below. If the claim is approved, Company shall pay the claim within thirty (30) days after it is approved. If Company requires additional information to determine whether to approve or deny the claim, it shall notify Provider of its request for additional information within twenty (20) days after it receives the claim. In such event, Company shall approve or deny the claim within thirty (30) days after receiving the additional information requested; and if the claim is approved, Company shall pay the claim within thirty (30) days after the claim is approved. Company shall not ask Provider to resubmit information that Provider has already provided, unless Company provides a legitimate reason for the request and the purpose of the request is not to delay payment of the claim, harass Provider, or discourage the filing of claims. Company shall not pay only part of a claim that has been approved and is fully payable. If any approved claim is not paid as set forth in this provision, Company shall pay interest on the claim at a rate of interest equal to the prime rate at the largest bank in Nevada, as ascertained by the Commissioner of Financial Institutions, on January 1 or July 1, whichever last occurred, immediately preceding the date on which the payment was due, plus six (6) percent. The interest shall be calculated from thirty (30) days after the date on which the claim is approved until the date on which the claim is paid. The payment of interest provided for in this section for the late

payment of an approved claim may be waived only if the payment was delayed because of an act of God or another cause beyond the reasonable control of Company.

While Company may service or process payment for claims on behalf of Payers who are not Affiliates (*e.g.*, self-funded plan sponsors), Facility acknowledges that Company has no legal or other responsibility for the payment of those claims. However, Company will use commercially reasonable efforts to assist Facility, as appropriate, in collecting payments from Payers.

To the extent this Agreement provides for per capita payments to Provider, such payments must be (a) paid in advance without regard to the time services are rendered or the extent of those services; and (b) based upon an actuarial computation of the expected cost of those services. Such per capita payment (y) may be reduced by the amount withheld pursuant to the Agreement as an incentive for the effective use of health care services; and (z) may not reflect any payment made by a Member to Provider in accordance with the schedule filed with and approved by the Nevada Division of Insurance. Notwithstanding the foregoing, nothing in this provision shall prohibit Company and Provider from agreeing to prospective or retroactive adjustments of the per capita payment that reflect an increase in the number of Members or additional services tendered by Provider."

3.0 Network Participation

The following shall be added to the end of Section 3.0 Network Participation:

"Furthermore, in accordance with NRS 687B.693 *et seq.*, Company may enter into agreements that authorize certain third parties to obtain the rights and responsibilities of Company under this Agreement (as if those third parties were the health carrier), including the right to access Provider's services and contractual discounts under this Agreement based on the rates that Provider has accepted hereunder. In all such agreements, Company shall require those third parties to comply with all applicable terms, limitations, and conditions of this Agreement. A list of all such third parties in existence as of the Effective Date of this Agreement is available on Company's provider websites at **www.aetnaeducation.com** (select 'Reference Tools,' then 'Aetna Signature Administrators') and at **www.directprovider.com** (Company's 'First Health' client list)."

4.0 Confidentiality

The following shall be added to the end of Section 4.0 Confidentiality:

"Provider shall retain all books, records, reports, and statements relevant to the Agreement a minimum of six (6) years, provided that the health care records of a person who is less than the age of 23 years may not be destroyed. The health care records of a person who has attained the age of 23 years may be destroyed if they have been retained for at least five (5) years or for any longer period provided by federal law. The retention period runs from the date of payment for the relevant goods or services, or from the date of termination of the Agreement, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue."

5.2 Termination for Breach

Section 5.2 Termination for Breach shall be deleted and replaced with the following:

"5.2 Termination for Breach. This Agreement may be terminated at any time by either Party upon at least ninety (90) days' prior written notice of such termination to the other Party, upon such other Party's material breach of its obligations under this Agreement, unless such material breach is cured within ninety (90) days of the notice of termination."

5.4 Obligations Following Termination

The following shall be added after the first sentence of Section 5.4 Obligations Following Termination:

"If the Agreement is terminated by Company for reasons other than medical incompetence or professional misconduct of Provider, Provider shall continue to provide Covered Services to Members who are undergoing a medically necessary course of treatment until the later of the 120th day after the Agreement is terminated or, with

respect to Members who are pregnant, until the 45th day after delivery or the date the pregnancy otherwise ends. During this continuation period, Provider agrees to accept the reimbursement rates and terms of participation in effect under the Agreement before its termination. Provider furthermore agrees not to seek payment from Members for any service provided by Provider during this continuation period that Provider could not have received from Member(s) if the Agreement were still in effect."

The following shall be added to the end of Section 5.4 Obligations Following Termination:

"Provider shall transfer or otherwise arrange for the maintenance of the records of Members who are patients of Provider if the Agreement is terminated for any reason or if Provider otherwise leaves the participating panel of providers associated with Company.

In addition to the requirements set forth above, and to ensure compliance with NRS 687B.700 and NRS 687B.710, Provider agrees that if Company or any applicable intermediary becomes insolvent or otherwise ceases operations, Provider shall continue to deliver Covered Services to any Member without billing that Member for any amount other than coinsurance, deductibles, or copayments, as may be specifically provided for in the evidence of coverage, until the earlier of the date on which that Member's coverage with Company is cancelled pursuant to NRS 687B.310 or the date on which the Agreement would have terminated if Company or intermediary, as applicable, had remained in operation, in either case after factoring in any extension of coverage provided pursuant to (a) the terms of the contract between Company and that Member, (b) NRS 689A.04036, 689B.0303, 695B.1901, 695C.1691, and 695G.164, as applicable, or (c) any applicable federal law for covered persons who are in an active course of treatment or are totally disabled. The provisions in this paragraph shall be construed in favor of the Members, shall survive the termination of the Agreement regardless of the reason for the termination, including without limitation the insolvency of Company or any applicable intermediary, and shall supersede any oral or written contrary agreement between Provider and any Member or the representative of any Member if the contrary agreement is inconsistent with these provisions.

To the extent that Company's Plan, and/or the services that Provider renders to Members covered thereunder, are subject to NRS 689B.061 and NRS 689B.120(7)–(8), then the following provisions shall additionally govern: (a) if Provider operates a facility in which a Member is confined when Provider terminates this Agreement, then Provider shall render services to that Member for the duration of his/her confinement at the rate negotiated under the Agreement before it terminated, at no additional cost to the Member; and (b) if a Member obtains prior authorization for services to be rendered by Provider and Provider subsequently terminates this Agreement, then Provider shall render such services to that Member at the rate negotiated under this Agreement before it terminated, at no additional cost to the Member."

6.0 Relationship of the Parties

The following shall be added to the end of Section 6.0 Relationship of the Parties:

"6.4 Provider Protections. Company shall not terminate the Agreement, and shall not demote, refuse to contract with, or refuse to compensate Provider, solely because Provider in good faith: (a) advocates in private or in public on behalf of a Member; (b) assists a Member in seeking reconsideration of a decision by Company to deny coverage for a health care service; or (c) reports a violation of law to an appropriate authority. Furthermore, Company shall not (a) prohibit Provider from discussing any specific treatment option or all treatment options with a Member irrespective of Company's position on the treatment option(s); (b) restrict or interfere with any communication between Provider and its patients regarding any information that Provider determines is relevant to the health care of its patients; (c) prohibit Provider from advocating on behalf of a Member within any utilization-review process or any process for grievances or appeals established by Company or by any person or entity contracting with Company; (d) prohibit Provider from advocating on behalf of a Member in accordance with any rights or remedies available under applicable state or federal law; or (e) penalize Provider for reporting to state or federal authorities, in good faith, any act or practice by Company that jeopardizes the health or welfare of any Member."

8.3 Insurance

The following shall be added to the end of Section 8.3 Insurance:

> "Without limiting the foregoing, Provider shall provide Company with proof of insurance against loss resulting from injuries to third parties from Provider's practice or a reasonable substitute for such insurance as determined by Company. Provider shall indemnify Company for any liability resulting from the health care services rendered by Provider. Provider furthermore agrees to provide and maintain workers' compensation insurance as required by NRS 616B.627. In the event of cancellation of insurance coverage, Provider shall immediately notify Company of such cancellation."

8.5 Assignment

Section 8.5 Assignment shall be deleted and replaced with the following:

> "8.5 Assignment. Neither Company nor Provider shall assign, transfer, or delegate any rights, obligations, or responsibilities under the Agreement without the prior written consent of the other Party. For the sake of clarity and if Provider consents: (a) Company may partially assign this Agreement by duplicating this Agreement, including one or more of the relevant **Product Addenda** and **Service and Rate Schedules**, and assigning the duplicate while retaining all or part of the original; and (b) if Company sells all or a portion of a Product Category in which Provider participates (*e.g.*, a line of business), Company may also create and assign to the purchaser a duplicate of this Agreement including the relevant **Product Addenda** and **Service and Rate Schedules**."

8.6 Amendments

The following shall be added to the end of Section 8.6 Amendments:

> "Furthermore, and notwithstanding anything to the contrary in this Section, in Section 1.3 (Compliance with Company Policies), or in Section 3.0 (Network Participation), Company may modify its schedule of payments under this Agreement, including the fee schedule applicable to Provider, consistent with NRS 689B.015(3) and NRS 695C.125, by providing forty-five (45) days' written notice to Provider. If Provider fails to object in writing to that modification within that 45-day notice period, the modification shall automatically become effective at the end of that period. If Provider objects in writing to that modification within that 45-day period, the modification shall not become effective unless agreed to by both Parties in writing."

Additional Requirements For Health Plans Offered Under the Nevada Health Link Health Insurance Exchange

To the extent that (i) Company offers any health plans under the Nevada Health Link state-designated health-insurance exchange, and (ii) Provider is a participating provider in such health plans under the terms of the Agreement, then the following additional terms shall apply to Provider, and to any subcontracting arrangement that Provider enters into, with respect to the services that it renders to Members who are covered under any such health plans: (a) Provider shall comply with all applicable provisions of the Patient Protection and Affordable Care Act and the regulations promulgated thereunder; and (b) Provider shall comply with, and shall render all Covered Services in a manner consistent with and otherwise in compliance with, the applicable terms and conditions set forth in Company's issuer agreement with the Silver State Health Insurance Exchange a/k/a SSHIX (and/or such other requirements or guidelines applicable to Company as the issuer of a qualified health plan (QHP) in the State of Nevada).

STATE COMPLIANCE ADDENDUM
FOR NEVADA MEDICAID PRODUCTS
(All Provider Types)

This State Compliance Addendum for Nevada Medicaid Products (All Provider Types) (the "Addendum") is made part of the Agreement entered into between Company and Provider (the "Agreement"). Company and Provider each agree to be bound by the terms and conditions contained in this Addendum with respect to the Medicaid Products and any services that Provider renders to Members covered thereunder. This Addendum is intended to supplement the requirements set forth in the Agreement. In the event of a conflict or inconsistency between this Addendum and any term or condition contained in the Agreement, this Addendum shall apply with respect to the Medicaid Products and any services that Provider renders to Members covered thereunder; *provided, however*, that if there is any conflict between the terms of the Agreement, including this Addendum, and the State Contract, then the terms of the State Contract will govern and control.

Company and Provider agree to abide by all applicable provisions of the State Contract with the Nevada Department of Health and Human Services, Division of Health Care Financing and Policy ("DHCFP"). Provider's compliance with the State Contract specifically includes, but is not limited to, the requirements contained herein. Notwithstanding anything to the contrary in the Agreement, if any provision of the State Contract is amended to reflect a change in federal, State, or local laws, regulations, or program requirements, then the provisions of this Addendum that correspond to such amended provisions of the State Contract shall also be deemed automatically amended, without further action by any Party. Furthermore, Provider agrees to perform its obligations under the Agreement in full compliance with all applicable statutes, regulations, program requirements, and other guidance issued by the Nevada Department of Health and Human Services and/or the Nevada Division of Insurance. Provider shall also include the terms of this Addendum in any subcontracts entered into in connection with the Agreement, to the extent that Provider's subcontractor(s) will provide services related to the Medicaid Products or the State Contract.

For purposes of this Addendum, the term "Provider" shall mean the health care provider, physician, group, facility, or hospital executing the Agreement, as identified on the first page of the Agreement. All capitalized terms in this Addendum shall have the meaning set forth in the Agreement unless otherwise defined herein, in which case the definitions contained in this Addendum shall control. Capitalized terms not defined herein or in the Agreement shall have the definition set forth in the State Contract.

Company and Provider agree as follows:

1. Provider Hours of Operation/Office Waiting Times. Provider shall make available to Members hours of operation that are no less than the hours of operation offered to patients with other insurance coverage, including without limitation commercial health plans (or hours comparable to Medicaid fee-for-service (FFS), if Provider serves only Medicaid recipients). If Provider is a primary care provider (PCP) or specialist, then Provider shall ensure that a Member's waiting time at Provider's office is no more than one (1) hour from the scheduled appointment time, except when Provider is unavailable due to an emergency; *provided, however*, that Provider is allowed to be delayed in meeting scheduled appointment times when "working in" urgent patient cases, when a serious problem is found with a patient, or when a patient has an unknown need that requires more services or education than was described at the time the appointment was scheduled. (*RFP §§ 7.6.2.5.2 and 7.6.3.9.7*)

2. Services Available. Provider shall meet all applicable State standards for timely access to care and services with respect to Members. Provider shall make emergency services available immediately to any presenting Members on a twenty-four (24) hour basis, seven (7) days per week, with unrestricted access. (*RFP § 7.6.3.9*)

3. Quality Assessment and Performance Improvement. Provider shall participate in all quality-assurance programs adopted by Company and provide access to medical records for purposes of quality reviews conducted by the Secretary of the United States Department of Health and Human Services, DHCFP, or agents thereof in compliance with HIPAA. (*RFP §§ 7.9.4.14.2, 7.9.12.1; NRS 695G.180; NAC 695C.190(4), 695C.400*)

4. Federally Qualified Health Centers. If Provider is a federally qualified health center (FQHC), Provider shall comply with all regulatory requirements related to FQHCs, including without limitation certification for participation in the Medicaid program, and requirements relating to the appropriate credentials for providers of health care. (*NRS 695C.123*)

5. Books and Records. Provider agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true, and complete records, contracts, books, and documents as are necessary to fully disclose to the State or the United States government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes. Provider shall maintain complete medical records for each Member to whom Provider renders services, and those records must be legible, current, detailed, organized, and comprehensive in order to permit effective Member care and quality review. Consistent with NRS 439.581 through NRS 439.595 and applicable federal law, Provider shall either initiate measures to, or continue to, contribute Members' clinical data to the HealtHIE Nevada statewide health insurance exchange (HIE) according to policies and standards set forth by the HIE. When a Member changes primary care providers (PCP), Provider shall forward all medical records in its possession to the new PCP within ten (10) business days from receipt of any request for such records. Furthermore, Provider shall transfer or otherwise arrange for the maintenance of the records of Members who are patients of Provider if the Agreement is terminated for any reason or if Provider otherwise leaves the participating panel of providers associated with Company. (*RFP § 7.6.13; State Contract § 9(A); NAC 695C.190(7)*)

6. Period of Records Retention. Provider shall retain all books, records, reports, and statements relevant to the Agreement a minimum of ten (10) years, provided that the health care records of a Member who is less than twenty-three (23) years old may not be destroyed. The health care records of a person who has attained the age of 23 years may be destroyed if they have been retained for at least ten (10) years or for any longer period provided by federal law. The retention period runs from the date of payment for the relevant goods or services, or from the date of termination of the Agreement, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete that audit and/or to complete any administrative and judicial litigation which may ensue. (*State Contract § 9(C); NRS 629.051*)

7. Inspection & Audit. Provider agrees that the relevant books, records (written, electronic, computer-related or otherwise), including without limitation relevant accounting procedures and practices of Provider or its subcontractors, actuarial reports, financial statements and supporting documentation, medical records, documentation related to the Covered Services and other work product provided under the Agreement, quality-assurance data using the data and information set that the Secretary of Health and Human Services (Secretary) has specified for use under Part C of Title XVIII of the Social Security Act or such alternative data as the Secretary has approved, shall all be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Provider where such records may be found, with or without notice by the State Auditor, the DHCFP or its examiners or designees, the State Board of Health, the State Division of Public and Behavioral Health or its contractors or designees, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General of the United States, the United States General Accounting Office, the Centers for Medicare and Medicaid Services, the Office of the Inspector General, or any of their authorized representatives or any other person or entity allowed by law for the purpose of assuring financial solvency, determining amounts payable, assuring availability, accessibility, and quality-assurance standards, facilitation of disputes arising from the contract, and investigation of any suspected Medicaid fraud or abuse by any contractor, subcontractor, or recipient. Without limiting the foregoing and among other things, Provider shall make health records available (a) to Company such that Company has access to the medical records of its Members; (b) to appropriate State and federal authorities involved in assessing the quality of care provided to Members, and/or in investigating the grievances or complaints of Members; and (c) as necessary to comply with applicable State and federal laws related to the confidentiality of medical and health records and the Members' right to see, obtain copies of, or amend their medical and health records. Furthermore, in conformance with 42 C.F.R. §§ 438.350, 438.358, and 457.1250, Provider shall cooperate with the State by providing the State with access to Provider's records and facilities, and with sufficient information for the purpose of an annual external, independent professional review of Contractor's compliance with all applicable State and federal rules and the requirements of the State Contract. (*RFP § 7.6.13, 7.9.4.14.3, 7.9.15.2; State Contract § 9(B); NRS 687B.760*)

8. Provider Non-Discrimination in Employment. In connection with the performance of work under the Agreement, Provider shall not unlawfully discriminate against any employee or applicant for employment because of race, national origin, creed, color, gender, gender identity, sexual preference, religion, age, physical or mental disability, or handicap condition (including AIDS and AIDS-related conditions). This requirement shall be applicable to the following, without limitation: employment; subcontracts; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. Provider shall post non-discrimination notices to inform the foregoing individuals of Provider's non-discrimination policies and practices. Furthermore, the provisions and requirements in this Section

shall be included in Provider's subcontracts (if any) in connection with the State Contract. (*RFP § 7.1.19; State Contract § 24(C)*)

9. Prohibited Discrimination by Provider Against Members. Provider shall furnish Covered Services to Members without regard to the Members' participation in Company's plan as either a private purchaser or a participant in a publicly financed program of health care services; *provided, however*, that this requirement does not apply to circumstances where Provider should not render services due to limitations arising from a lack of training, experience, or skill, or from licensing restrictions. Furthermore, Provider shall not discriminate against Members on the basis of, and shall furnish Covered Services to Members without regard to, race, national origin, creed, color, gender, gender identity, sexual preference, religion, age, physical or mental disability, handicap condition (including AIDS and AIDS-related conditions), or health status except where medically indicated. Prohibited practices include, but are not limited to, the following:

    a. Denying or not providing to a Member a Covered Service or an available facility placement;

    b. Providing to a Member a Covered Service that is different, or is provided in a different manner, or at a different time from that provided to other Members, other public or private patients, or the public at large;

    c. Subjecting a Member to segregation or separate treatment in any manner related to the receipt of any medically necessary Covered Services, except where medically indicated; and

    d. The assignment of times or places for the provision of Covered Services on the basis of race, national origin, creed, color, gender, gender identity, sexual preference, religion, age, physical or mental disability, handicap condition (including AIDS and AIDS-related conditions), source of payment, or health status of the Member to be served.

    Provider shall post non-discrimination notices to inform Members of Provider's non-discrimination policies and practices. Furthermore, the provisions and requirements in this Section shall be included in Provider's subcontracts (if any) in connection with the State Contract. (*RFP § 7.4.9; State Contract § 24; NRS 687B.780*)

10. Amendments to Agreement. Notwithstanding anything to the contrary in the Agreement or this Addendum, Company may modify its schedule of payments under the Agreement, including the fee schedule applicable to Provider, consistent with NRS 689B.015(3) and NRS 695C.125, by providing forty-five (45) days' written notice to Provider. If Provider fails to object in writing to the proposed modification within that 45-day notice period, the modification shall automatically become effective at the end of that period. If Provider objects in writing to the proposed modification within that 45-day period, the modification shall not become effective unless agreed to by both Parties in writing. (*NRS 689B.015(3), 695C.125*)

11. Prohibition on Performance and Payments Outside the United States. Provider shall not make any payments for items or services provided in connection with the State Contract to any financial institution or entity located outside of the United States, including to any Provider bank account or business agent located outside of the United States. Furthermore, Provider shall not make any payments to telemedicine providers or pharmacies located outside of the United States. For purposes of this Section, (a) the term "United States" includes the District of Columbia, Puerto Rico, the Virgin Islands, Guam, the Northern Mariana Islands, and American Samoa; and (b) the term "items or services provided in connection with the State Contract" means any medical assistance for which the State claims federal funding under Section 1903(a) of the Social Security Act, but does not include tasks that support the administration of the State's Medicaid plan (including, for example, tasks related to the outsourcing of information processing or call centers). (*RFP § 7.7.10*)

12. Cultural Competency. Provider agrees to interact with and provide care to Members with sensitivity, understanding, and respect for the Members' culture and background. (*RFP § 7.5.3*)

13. Advance Directives. Provider agrees to document in the Member's medical record whether or not the Member has executed an advance directive, and agrees not to condition the provision of care or otherwise discriminate against that Member based on whether or not the Member has executed an advance directive. Provider shall present a statement of any limitations permitted in the event Provider cannot implement an advance directive on the basis of conscience. At a minimum, Provider's statement of limitation, if any, shall: (a) clarify any difference between institution-wide conscience objections and those that may be raised by individual network providers; (b) identify the

State legal authority pursuant to NRS 449.628 permitting each objection; and (c) describe the range of medical conditions or procedures affected by the conscience objection. (*RFP §§ 7.6.13.4.13, 7.8.3*)

14. Provider Insurance & Surety.

    a. Provider shall provide Company with proof of insurance against loss resulting from injuries to third parties from Provider's practice or a reasonable substitute for such insurance as determined by Company. Provider shall indemnify Company for any liability resulting from the health care services rendered by Provider. (*NAC 695C.190(6)*)

    b. Provider shall obtain, maintain, and provide the State with copies of all surety and other bonds required by applicable law.

    c. Provider shall provide and maintain workers' compensation insurance as required by NRS 616B.627. In the event of cancellation of insurance coverage, Provider shall immediately notify Company of such cancellation. (*NRS 616B.627*)

15. Provider Compliance with Law; Certifications. Provider shall comply with, and shall provide services under the Agreement in accordance with, all applicable federal and State laws and regulations. Specifically and without limitation:

    a. Provider shall comply with all applicable terms, conditions, and requirements of the Civil Rights Act of 1964, as amended (including Title VI thereof), and any relevant program-specific regulations; Title IX of the Education Amendments of 1972 (regarding education programs and activities); the Age Discrimination Act of 1975; the Rehabilitation Act of 1973, P.L. 93-112, as amended; the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. § 12101, as amended, and the regulations adopted thereunder contained in 28 C.F.R. §§ 26.101–36.999, inclusive, and any relevant program-specific regulations; the Equal Employment Opportunity Act (Executive Orders 11246 and 11375); the Copeland Anti-Kickback Act (18 U.S.C. § 874 and 40 U.S.C. § 276c); the Davis-Bacon Act, as amended (40 U.S.C. § 276a to a-7); the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327–333); Rights to Inventions Made Under a Contract or Agreement, 37 C.F.R. Part 401; the Clean Air Act (42 U.S.C. § 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 *et seq.*); the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352); Debarment and Suspension (Executive Orders 12549 and 12689); and the Energy Policy and Conservation Act.

    b. Provider shall comply with federal requirements for disclosure of ownership and control, business transactions, and information on Provider's owners and other persons convicted of crimes against federal-related healthcare programs, including Medicare, Medicaid, and/or the Children's Health Insurance Program, and shall upon Company's request provide all required disclosures in accordance with 42 C.F.R. § 455, 42 C.F.R. § 1002.3, and otherwise. Among other things, Provider shall furnish, upon request by the DHCFP, the U.S. Secretary of Health and Human Services, or other applicable agencies as designated by the DHCFP, with such information as may be requested, including but not limited to information on ownership and control and information on persons convicted of crimes required by 42 C.F.R. Part 455, and on person debarred, suspended, or otherwise excluded from any federal program. As required by 42 C.F.R. § 455.105, within thirty-five (35) days of the date of any request, Provider shall provide full and complete information about (i) the ownership of any subcontractor with whom Provider has had business transactions totaling more than twenty-five thousand dollars ($25,000.00) during the twelve (12) month period ending on the date of request, and (ii) any significant business transactions between Provider and any wholly owned supplier, or between Provider and any subcontractor, during the five (5) year period ending on the date of the request. Provider's failure to timely comply with any such request will result in withholding of payment. Payment for services will cease on the day following the date the information was due and begin again on the day after the date on which the information was received. Provider shall advise Company, in writing, within fourteen (14) days of any change of ownership, address, or any other information pertinent to the receipt of Title XIX Medicaid and Title XXI Nevada Check Up funds.

    c. Provider certifies, by signing the Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Provider makes this certification pursuant to the regulations implementing Executive Orders 12549 and 12689 and Federal Acquisition Regulation subpart

9.4, and any relevant program-specific regulations. Provider hereby waives all claims for damages of any kind, at law or equity, for application of the law or regulations regarding exclusions or sanctions. Pursuant to 42 C.F.R. § 455.106 and the State Contract, Contractor and/or the State, at their respective discretion, may refuse to enter into or may terminate the Agreement if any person who has an ownership or controlling interest in Provider, or who is an agent or managing employee of Provider, has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or the Title XXI CHIP program since the inception of those programs, or if Company and/or the State determine that Provider did not fully and accurately disclose the identity of any such person or make any other required disclosure.

d. Provider certifies, by signing the Agreement and in accordance with 42 U.S.C. § 1396a(p) and 42 C.F.R. § 434.80, that it does not currently have any person or entity with a direct or indirect ownership interest or with control of five percent (5%) or more in Provider, and that it does not currently have any officer, director, agent, contractor, or managing employee of Provider (i) that has been convicted of any offense or has received certain sanctions described in 42 U.S.C. § 1320a-7(a)–(b) and 42 C.F.R. §§ 455.100–455.106, (ii) that is excluded or could be excluded, or who has been debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any federal program, (iii) that is excluded from Medicare or Medicaid participation, or (iv) that is debarred, suspended, or excluded from any federal program that Provider employs or contracts with directly or indirectly. Provider shall investigate and promptly, fully disclose to the DHCFP the existence of any and all above-referenced convictions and sanctions by the relevant persons and entities listed above, regardless of any opinion as to whether or not the entity or person could be excluded in accordance with 42 C.F.R. § 455.104. Such offense or sanction includes, without limitation, any debarment or suspension as a federal contractor under 28 C.F.R. Part 67 or other exclusions contained in 42 U.S.C. § 1320a-7, inclusive. If Provider or one of the relevant persons is already debarred, suspended, or excluded from a federal program or has failed to fully disclose all crimes, sanctions, or offenses as called for herein, Provider will be summarily disqualified from contracting solely based upon a fact or facts that could be the basis of exclusion. If Provider is found by the DHCFP or federal CMS to be subject to exclusion from Medicaid, Provider will be denied a contract (or any existing contract will be made voidable by the State, as the case may be).

e. Provider shall comply with applicable restrictions on abortions set forth in the Hyde Amendment, and with applicable requirements in NRS 689B.520 ("Group plan or coverage that includes coverage for maternity care and pediatric care: Required to allow minimum stay in hospital in connection with childbirth; prohibited acts"), as referenced in NRS 695C.172.1 ("Coverage relating to complications of pregnancy"), regarding a female Member for whom parturition is covered and her infant to remain in the medical facility in which the Member gave birth.

Furthermore, the provisions and requirements in this Section shall be included in Provider's subcontracts (if any) in connection with the State Contract. (*RFP §§ 7.10.11.4, 7.10.11.5, 7.10.12.1, 7.10.14, 7.10.15; State Contract § 24*)

16. Provider Compliance with Policies and Procedures.

a. Provider shall abide by Company's Policies and designated practice guidelines and protocols, as required or delegated by DHCFP, including without limitation those pertaining to program integrity, those pertaining to provider-preventable conditions (PPCs) and the reporting thereof, and those set forth in the Provider Manual. Provider shall provide immediate notification to Company regarding all suspected Member and provider fraud and abuse. (*RFP §§ 7.10.1, 7.2.3, 7.6.12.4, 7.7.4*)

b. Company shall establish mechanisms and procedures by which Provider: (i) will be notified on an ongoing basis of the specific health care services that are Covered Services under the State Contract and for which Provider will be responsible, including without limitation any restrictions or conditions on such Covered Services; (b) may seek to resolve administrative, payment, or other disputes that it may have with Company; and (c) may determine, in a timely manner at the time health care services are to be provided to an individual, whether that individual is a Member under Company's plan and/or is within a grace period (as may be applicable) for the payment of a premium during which Company may hold a claim for Covered Services pending receipt of the payment of that premium. Provider shall verify Member eligibility and enrollment prior to rendering services to ensure that the Member is Medicaid or Nevada Check Up eligible and that claims are submitted to the responsible entity. (*RFP § 7.6.8.1; NRS 687B.680, 687B.810, 687B.820*)

c. To the extent applicable, Provider shall submit National Drug Code (NDC) codes and related information as may be necessary for the State to process any claim(s) for rebates. (*RFP § 7.4.2.11.10*)

17. Claim Approval/Denial. Company shall approve or deny a claim for services within thirty (30) days after it receives the claim, except as provided below. If the claim is approved, Company shall pay the claim within thirty (30) days after it is approved. If Company requires additional information to determine whether to approve or deny the claim, it shall notify Provider of its request for additional information within twenty (20) days after it receives the claim. In such event, Company shall approve or deny the claim within thirty (30) days after receiving the additional information requested; and if the claim is approved, Company shall pay the claim within thirty (30) days after the claim is approved. Company shall not ask Provider to resubmit information that Provider has already provided, unless Company provides a legitimate reason for the request and the purpose of the request is not to delay payment of the claim, harass Provider, or discourage the filing of claims. Company shall not pay only part of a claim that has been approved and is fully payable. If any approved claim is not paid as set forth in this provision, Company shall pay interest on the claim at a rate of interest equal to the prime rate at the largest bank in Nevada, as ascertained by the Commissioner of Financial Institutions, on January 1 or July 1, whichever last occurred, immediately preceding the date on which the payment was due, plus six (6) percent. The interest shall be calculated from thirty (30) days after the date on which the claim is approved until the date on which the claim is paid. The payment of interest provided for in this Section for the late payment of an approved claim may be waived only if the payment was delayed because of an act of God or another cause beyond the reasonable control of Company. (*RFP § 7.7.1.8; NRS 695C.128, 695C.185, 695C.187*)

18. Term and Termination of Agreement; Continuation Period.

a. Notwithstanding any provisions to the contrary in the Agreement, (i) the Agreement shall be effective for at least one (1) year, subject to any right of termination stated in the Agreement and this Addendum, and (ii) if either Party wishes to terminate the Agreement it shall give written notice of such termination to the other Party at least ninety (90) days before the date of termination.

b. If the Agreement is terminated by Company for reasons other than medical incompetence or professional misconduct of Provider, Provider agrees to continue to provide Covered Services to Members who are undergoing a medically necessary course of treatment until the later of the 120th day after the Agreement is terminated or, with respect to Members who are pregnant, until the 45th day after delivery or the date the pregnancy otherwise ends. During this continuation period, Provider agrees to accept the reimbursement rates and terms of participation in effect under the Agreement before its termination. Provider further agrees not to seek payment from Members for any service rendered by Provider during this continuation period that Provider could not have received from such Members if the Agreement were still in effect.

c. To the extent that Company's plan, and/or the services that Provider renders to Members covered thereunder, are subject to NRS 689B.061 and NRS 689B.120(7)–(8), then the following provisions shall govern: (a) if Provider operates a facility in which a Member is confined when Provider terminates the Agreement, then Provider shall render services to that Member for the duration of his/her confinement at the rate negotiated under the Agreement before it terminated, at no additional cost to the Member; and (b) if a Member obtains prior authorization for services to be rendered by Provider and Provider subsequently terminates the Agreement, then Provider shall render such services to that Member at the rate negotiated under the Agreement before it terminated, at no additional cost to the Member.

d. Provider shall provide all medically necessary Covered Services to each Member for the period for which a premium has been paid to Company.

(*NRS 689B.120(7)–(8), 689B.0303, 695C.1691; NAC 689B.160, 695C.190(3), 695C.190(5)*)

19. No Member Liability. Provider releases Members from liability for the cost of Covered Services rendered under the Agreement. If Company fails to pay for Covered Services for any reason, including without limitation insolvency or breach of the Agreement, Members shall not be liable to Provider for any money owed to Provider under the Agreement. For the sake of clarity, Provider shall ensure that Members are not held liable for any of the following: (a) Contractor's debts, in the event of Contractor's insolvency; (b) services provided to Members in the event of Contractor's failure to receive payment from the State for such services; (c) services provided to Members in the event Provider fails to receive payment from the State or Contractor for such services; or (d) payments to Provider

for Covered Services in excess of the amount that would be owed by Member if Contractor had directly provided the services. Furthermore, Provider must ensure continuation of services to Members during any insolvency pursuant to the CMS State Medicaid Manual (SMM) 2086.6.B. Neither Provider nor its agents, trustees, or assignees may maintain an action at law or attempt to collect from a Member any money that Company owes to Provider. This provision does not prohibit the collection of any uncovered charges that a Member agreed to pay or the collection of any copayment from a Member. This provision survives termination of the Agreement, regardless of the reason for termination. (*RFP § 7.8.2; NAC 695C.190(2)*)

20. Additional "Network Plan" Requirements. In addition to the requirements set forth in Sections 18 and 19 above, and to ensure compliance with NRS 687B.690, NRS 687B.700, and NRS 687B.710, Company and Provider furthermore agree as follows:

    a. Holding Members Harmless. Provider agrees that in no event, including but not limited to nonpayment by Company or any applicable intermediary, the insolvency of Company or any applicable intermediary, or the breach of the Agreement, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration, or reimbursement from, or have any recourse against, a Member or any person (other than Company or any applicable intermediary) acting on behalf of Member for health care services provided under the Agreement. For the sake of clarity, this provision does not prohibit Provider from collecting coinsurance, deductibles, or copayments, as may be specifically provided for in the evidence of coverage, or collecting fees for uncovered services delivered on a fee-for-service basis to Members. Furthermore, this provision does not prohibit Provider (unless Provider is employed full-time on the staff of Company and has agreed to provide health care services exclusively to Company's Members and no others) and a Member from agreeing to continue health care services solely at the expense of Member, so long as Provider has clearly informed Member that Company may not cover or continue to cover specific health care service(s). Except as provided herein, this provision does not prohibit Provider from pursuing any available legal remedy. (*NRS 689B.0690*)

    b. Continuation of Services. Provider agrees that if Company or any applicable intermediary becomes insolvent or otherwise ceases operations, Provider shall continue to deliver Covered Services to any Member without billing that Member for any amount other than coinsurance, deductibles, or copayments, as may be specifically provided for in the evidence of coverage, until the earlier of the date on which that Member's coverage with Company is cancelled pursuant to NRS 687B.310 or the date on which the Agreement would have terminated if Company or intermediary, as applicable, had remained in operation, in either case after factoring in any extension of coverage provided pursuant to (i) the terms of the contract between Company and that Member, (ii) NRS 689A.04036, 689B.0303, 695B.1901, 695C.1691, and 695G.164, as applicable, or (iii) any applicable federal law for covered persons who are in an active course of treatment or are totally disabled. (*NRS 689B.0700*)

    The provisions in this Section shall be construed in favor of the Members, shall survive the termination of the Agreement regardless of the reason for the termination, including without limitation the insolvency of Company or any applicable intermediary, and shall supersede any oral or written contrary agreement between Provider and any Member or the representative of any Member if the contrary agreement is inconsistent with these provisions. (*NRS 689B.0710*)

21. Encounter Data. Provider agrees to submit valid and complete encounter data in the manner, format, and timeframe required under the State Contract. Provider agrees that it will reimburse Company for any liquidated damages assessed against Company for failure to comply with the minimum standards set forth in the State Contract, in regards to the submission of encounter data that can be traced to the failure of Provider to comply with this provision. (*RFP § 7.12.4*)

22. Non-Compliance. Provider agrees that it will reimburse Company for any liquidated damages assessed against Company, or the disallowance of federal funds, as a result of Provider's failure to comply with the provisions of the Agreement, this Addendum, the provisions of the State Contract, State or federal law, or State or federal regulatory requirements. (*RFP § 7.2.2.6*)

23. Assignment/Delegation. Neither Company nor Provider shall assign, transfer, or delegate any rights, obligations, or responsibilities under the Agreement without the prior written consent of the other Party and, as may be required, the State of Nevada. (*State Contract § 20; NRS 687B.770*)

24. State Ownership of Proprietary Information. Any data or information provided by the State to Contractor and/or Provider, and any documents or materials provided by the State to Contractor and/or Provider, in the course of the State Contract (collectively, the "State Materials") shall be and remain the exclusive property of the State and all such State Materials shall be delivered into State possession by Contractor and/or Provider (as the case may be) upon completion, termination, or cancellation of the State Contract. (*State Contract § 21*)

25. Lobbying. Provider and Company agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with the Agreement will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following: (a) any federal, State, county, or local agency, legislature, commission, council, or board, or any officer or employee of any of the foregoing; and (b) any federal, State, county, or local legislator, commission member, council member, board member, or other elected official. (*State Contract § 25*)

26. Provider Warranty. Provider warrants that all services, deliverables, and/or work product under the Agreement shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry, and shall conform to or exceed the specifications set forth in the Agreement, this Addendum, and the State Contract. Provider furthermore warrants that its information system application(s) used in connection with the State Contract shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the State. (*State Contract § 26*)

27. Notification of Use of Current or Former State Employees. Provider acknowledges that it has disclosed to the State, as may be necessary, all persons whom Provider will use to perform services under the Agreement who are current State employees or former State employees. Per NRS 281A.550, Provider may not employ a Division of Health Care Financing and Policy employee, or former employee for one year after termination of employment, whose principal duties include/included formulation of policy contained in the regulations governing Provider, or who performed activities, or who controlled or influenced an audit, decision, investigation, or other action that affected Provider, or who may possess knowledge of the trade secrets of a direct business competitor. Provider will not use any of its employees who are current State employees or former State employees to perform services under the Agreement without first notifying the State of the identity of such persons and the services that each such person will perform, and without first receiving from the State approval for the use of such persons. (*State Contract § 28)*

28. Assignment of Antitrust Claims. Provider irrevocably assigns to the State, as third-party beneficiary, any right, title, or interest that has accrued or that may accrue in the future by reason of any violation of State or federal antitrust laws in connection with any goods or services provided to Provider for the purpose of carrying out Provider's obligations to Company in pursuance of the State Contract, including, at the State's option, the right to control any litigation on such claim or relief or cause of action. (*State Contract § 29*)

29. Governing Law. The rights and obligations of the Parties shall be governed by, and construed according to, the laws of the State, without giving effect to any principle of conflict of laws that would require the application of the law of any other jurisdiction. (*State Contract § 30*)

30. Provider Rights and Protections. Company shall not:

    a. terminate the Agreement with, demote, refuse to contract with, or refuse to compensate Provider solely because Provider in good faith: (i) advocates in private or in public on behalf of a Member; (b) assists a Member in seeking reconsideration of a decision by Company to deny coverage for a health care service; or (c) reports a violation of law to an appropriate authority;

    b. prohibit Provider from (i) discussing any specific treatment option or all treatment options with a Member irrespective of Company's position on the treatment option(s); (ii) advocating on behalf of a Member within any utilization-review process or any process for grievances or appeals established by Company or by any person or entity contracting with Company; or (iii) advocating on behalf of a Member in accordance with any rights or remedies available under applicable State or federal law;

    c. penalize Provider for reporting to state or federal authorities, in good faith, any act or practice by Company that jeopardizes the health or welfare of any Member;

    d. restrict or interfere with any communication between Provider and its patients regarding any information that Provider determines is relevant to the health care of its patients; and

e. prohibit or otherwise restrict Provider, when acting within the lawful scope of Provider's practice, from advising or advocating on behalf of a Member who is the Provider's patient as to the following: (i) for the Member's health status, medical care, or treatment options, including any alternative treatment that may be self-administered; (ii) for any information the Member needs in order to decide among all relevant treatment options; (iii) for the risks, benefits, and consequences of treatment or non-treatment; and (iv) for the Member's right to participate in decisions regarding his or her health care, including the right to refuse treatment and to express preferences about future treatment decisions.

(RFP § 7.4.9.5; NRS 687B.750, 687B.800, 695C.055, 695G.400, 695G.410)

31. Additional Payment Terms & Restrictions.

a. Company shall not offer or pay any type of material inducement, bonus, or other financial incentive to Provider to deny, reduce, withhold, limit, or delay specific medically necessary health care services to a Member, or to encourage or otherwise incent Provider to deliver health care services to a Member that are less than those that are medically necessary; *provided, however*, that nothing in this provision shall prohibit an arrangement for payment between Company and Provider that uses capitation or other financial incentives, so long as such arrangement is designed to provide an incentive to Provider to use health care services effectively and consistently in the best interest of the health care of the Members. *(RFP §§ 7.2.2.7.2, 7.6.2.4.4, 7.7.7; NRS 687B.740, 695G.420)*

b. To the extent the Agreement provides for per capita payments to Provider, such payments must be (i) paid in advance without regard to the time services are rendered or the extent of those services; and (ii) based upon an actuarial computation of the expected cost of those services. Such per capita payments (i) may be reduced by the amount withheld pursuant to the Agreement as an incentive for the effective use of health care services; and (ii) may not reflect any payment made by a Member to Provider in accordance with the schedule filed with and approved by the Nevada Division of Insurance. Notwithstanding the foregoing, nothing in this provision shall prohibit Company and Provider from agreeing to prospective or retroactive adjustments of the per capita payment that reflect an increase in the number of Members or additional services tendered by Provider. *(NAC 695C.195)*

c. Provider shall notify Contractor of the existence of and reason(s) for any overpayments that Provider has received, and shall return all overpayments to Contractor within sixty (60) days after the date on which the overpayment was identified. Provider acknowledges that the State may instruct Contractor to withhold payment to Provider as a result of an overpayment identified by the State. Any amounts withheld for this reason must be sent to the State within sixty (60) days of notification, with an accounting of any Provider amounts withheld, evidence of the associated claims adjustment(s), and any other information requested by the State. *(RFP § 7.10.7.5)*

d. No payment shall be made by Company to Provider, and Provider shall not seek payment from Company, for any services related to a Provider Preventable Condition (PPC) as defined in 42 C.F.R. § 447.26(b). As a condition of payment from Company, Provider shall comply with reporting requirements on PPCs as described in 42 C.F.R. § 447.26(d) and as may be required by Company and/or the State, including without limitation Provider's duty to identify and report to Contractor all PPCs that are associated with claims for Medicaid payment or with course of treatment furnished to a Member for which Medicaid payment would otherwise be available. *(RFP § 7.10.10.6)*

e. Contractor shall not pay for any item or service (other than an emergency item or service, not including items or services furnished in an emergency room of a hospital): (i) furnished by any individual or entity that is excluded from participation under Title V, XVIII, XIX or XX of the Social Security Act; (ii) furnished at the medical direction or on the prescription of a physician during the period when that physician is excluded from participation and when the person furnishing such item or service knew of, or had reason to know of, the exclusion (after a reasonable time period after reasonable notice has been furnished to the person); (iii) furnished by an individual or entity to which the State has failed to suspend payments during any period when there is a pending investigation of a credible allegation of fraud against the individual or entity, unless the State determines there is good cause not to suspend such payments; (iv) with respect to any amount expended for which funds may not be used under the Assisted Suicide Funding Restriction Act of 1997; (v) with respect to any amount expended for roads, bridges, stadiums, or any other

item or service not covered under the State's Medicaid plan; or (vi) for home health care services provided by an agency or organization, unless the agency provides the State with a surety bond as specified in Section 1861(o)(7) of the Social Security Act. (*RFP § 7.7.11*)

32. Provider Licenses, Certifications, and Registrations.

    a. Provider shall obtain, maintain, and provide copies to DHCFP on request, all licenses, certifications, registrations and approvals required by State and federal governmental agencies for Provider to provide the Covered Services, including without limitation, for any Provider with laboratory testing sites providing services under the Agreement, a valid Clinical Laboratory Improvement Amendments (CLIA) certificate or a waiver of certificate of registration, and a CLIA identification number, and compliance with CLIA regulations as specified by 42 C.F.R. Part 493. (*RFP § 7.4.2.10*)

    b. Provider shall complete the State's Medicaid provider-enrollment process and be registered with the State as a Medicaid provider. Provider acknowledges that Contractor may execute the Agreement pending the outcome of the screening, enrollment, and revalidation process of up to one hundred twenty (120) days but must terminate Provider immediately upon any notification from the State that the Provider cannot be enrolled, or upon the expiration of that one hundred twenty (120) day period without Medicaid enrollment of the Provider. (*RFP §§ 7.6.2.2, 7.12.4.9.5*)

33. Vaccines for Children (VFC) Program. Provider shall enroll and participate in the Vaccines for Children (VFC) Program, which is administered by the Nevada Division of Public and Behavioral Health (DPBH). The Nevada State Immunization Program will review and approve Provider enrollment requests. Provider shall cooperate with the DPBH for purposes of performing orientation and monitoring activities regarding VFC Program requirements. Upon successful enrollment in the VFC Program, Provider may request state-supplied vaccines to be administered to Members through eighteen (18) years of age in accordance with the most current Advisory Committee on Immunization Practices (ACIP) schedule and/or recommendation, and following VFC Program requirements as defined in the VFC Provider Enrollment Agreement. (*RFP § 7.4.2.9*)

34. Additional Primary Care Requirements. If Provider is a primary care provider (PCP) or a physician in a primary care site, the Provider shall serve as the Member's initial point of contact with Contractor and shall furthermore be responsible for: (a) delivering medically necessary Covered Services that are primary care services and preventive services, including EPSDT screening services and well-baby/well-child services; (b) providing coverage on a twenty-four (24) hour, seven (7) days per week basis; (c) referring Members for specialty care and other medically necessary Covered Services under the State Contract's managed care benefit package; (d) allowing Members to self-refer for family planning (in or out-of-network), and for obstetrical, gynecological, mental health, and substance abuse services within Contractor's network; (e) providing continuity and coordination of Members' health care; and (f) maintaining a current medical record for Members, including documentation of all services provided by Provider, all specialty or referral services, and all out-of-network services such as family planning and emergency services. (*RFP § 7.6.3.5.1*)

35. Provider Directory. Provider shall cooperate with Company and provide all information necessary for Company to fulfill its obligation to publish and maintain an accurate, up-to-date provider directory, and to periodically audit Provider for accuracy of that information. (*RFP § 7.8.8.2*)

36. Provider Training. Provider shall collaborate with Company, as requested and required under the State Contract, on activities relating to the training of providers that will provide Covered Services to Members in connection with the State Contract, including without limitation all Company-led training on applicable program and operational requirements and all State-delivered provider training, as mandated by the State. (*RFP § 7.6.8.1*)

37. Non-Emergency Transportation. Provider acknowledges that the State has engaged a non-emergency transportation (NET) broker that authorizes and arranges for all covered NET services. Provider shall coordinate with that NET broker, as necessary, to ensure that NET services are secured on behalf of Members, and shall verify medical appointments upon request by the State or the NET broker. (*RFP § 7.4.6.2*)

38. Information to Be Provided to Provider.

    a. Company shall notify Provider of Provider's responsibilities under the Agreement with respect to any applicable administrative policies and programs of Company, including without limitation those

concerning: (i) terms of payment; (ii) utilization review; (iii) quality assessment and improvement; (iv) credentialing; (v) procedures for grievances and appeals; (vi) requirements for data reporting; (vii) requirements for timely notice to Company of changes in Provider's practices, such as the Provider no longer accepting new patients; (viii) requirements for confidentiality; and (ix) any applicable federal or State programs. *(NRS 687B.730)*

b. Company shall notify Provider of Provider's obligations, if any, under the Agreement (i) to collect applicable coinsurance, copayments, or deductibles from Members pursuant to the evidence of coverage, and/or (ii) to notify Members of their respective personal financial obligations for health care services that are not Covered Services. *(NRS 687B.790)*

c. Upon execution of the Agreement, Company (or any applicable intermediary) shall notify Provider of all provisions of the Agreement and any documents incorporated by reference into the Agreement. During the term of the Agreement, Company shall provide Provider with timely notice of any changes to the provisions of the Agreement, or to any documents incorporated by reference therein, that would result in a material change in the Agreement. For purposes of this provision: (a) "material change" shall mean a change to the Agreement that would materially and adversely affect Provider's administration or rates under the Agreement, would have a significant impact on Provider's administration or operations, or would create a material adverse financial impact for Provider; and (b) "timely notice" shall mean at least ninety (90) days' advance written notice to Provider of that change, with Provider required to deliver to Company a written objection to that change within sixty (60) days of Company's notice, specifying the basis for Provider's concern/objection, or else the change shall automatically take effect. *(NRS 687B.830)*

d. Company shall notify Provider of its status as a participating provider in Company's network and its inclusion in any list of network providers that Company maintains, and Company shall do so in a timely manner upon Provider's request and/or upon any change to Provider's network status or to Provider's inclusion in any list of network providers. *(NRS 687B.840)*

e. If either of the following events occurs, Company shall provide written notice of such event to Provider as soon as practicable after such event occurs: (a) a court determines Company or any applicable intermediary to be insolvent; or (b) Company or any applicable intermediary otherwise ceases operations. *(NRS 687B.720)*

Exhibit 5

QUARTERLY STATEMENT

OF THE

Aetna Health of Utah Inc.

TO THE

Insurance Department

OF THE

STATE OF

Utah

FOR THE QUARTER ENDED
MARCH 31, 2021

HEALTH

2021

HEALTH QUARTERLY STATEMENT

AS OF MARCH 31, 2021

OF THE CONDITION AND AFFAIRS OF THE

Aetna Health of Utah Inc.

NAIC Group Code 0001 (Current) 0001 (Prior) NAIC Company Code 95407 Employer's ID Number 87-0345631

Organized under the Laws of Utah State of Domicile or Port of Entry UT

Country of Domicile United States of America

Licensed as business type: Health Maintenance Organization

Is HMO Federally Qualified? Yes [ ] No [X]

Incorporated/Organized 07/01/1987 Commenced Business 03/12/1976

Statutory Home Office 10150 S. Centennial Parkway, Suite 450 (Street and Number) Sandy, UT, US 84070 (City or Town, State, Country and Zip Code)

Main Administrative Office 10150 S. Centennial Parkway, Suite 450 (Street and Number)

Sandy, UT, US 84070 (City or Town, State, Country and Zip Code) 801-933-3500 (Area Code) (Telephone Number)

Mail Address 10150 S. Centennial Parkway, Suite 450 (Street and Number or P.O. Box) Sandy, UT, US 84070 (City or Town, State, Country and Zip Code)

Primary Location of Books and Records 10150 S. Centennial Parkway, Suite 450 (Street and Number)

Sandy, UT, US 84070 (City or Town, State, Country and Zip Code) 801-933-3751 (Area Code) (Telephone Number)

Internet Website Address www.aetna.com

Statutory Statement Contact Kim E. Roth (Name) 215-775-6508 (Area Code) (Telephone Number)

StatutoryReporting@aetna.com (E-mail Address) 860-262-7767 (FAX Number)

OFFICERS

Vice President and Secretary Edward Chung-I Lee Corporate Controller Robert Joseph Parslow

OTHER

Kevin James Casey, Senior Investment Officer
Peter Keller, Assistant Controller
Whitney Dorothy Lavoie, Assistant Controller
Frank Ferris Chronister III, Assistant Controller
Bryan James Lane, Assistant Controller
Catherine Noelle Gaffigan, Chief Executive Officer and President
Matthew William McGuinness, Chief Financial Officer
Tracy Louise Smith, Vice President and Treasurer

DIRECTORS OR TRUSTEES

Brett Ronald Clay
Jamie Lyn Gough
Catherine Noelle Gaffigan
Matthew William McGuinness

The officers of this reporting entity being duly sworn, each depose and say that they are the described officers of said reporting entity, and that on the reporting period stated above, all of the herein described assets were the absolute property of the said reporting entity, free and clear from any liens or claims thereon, except as herein stated, and that this statement, together with related exhibits, schedules and explanations therein contained, annexed or referred to, is a full and true statement of all the assets and liabilities and of the condition and affairs of the said reporting entity as of the reporting period stated above, and of its income and deductions therefrom for the period ended, and have been completed in accordance with the NAIC Annual Statement Instructions and Accounting Practices and Procedures manual except to the extent that: (1) state law may differ; or, (2) that state rules or regulations require differences in reporting not related to accounting practices and procedures, according to the best of their information, knowledge and belief, respectively. Furthermore, the scope of this attestation by the described officers also includes the related corresponding electronic filing with the NAIC, when required, that is an exact copy (except for formatting differences due to electronic filing) of the enclosed statement. The electronic filing may be requested by various regulators in lieu of or in addition to the enclosed statement.

Edward Chung-I Lee
Vice President and Secretary

Robert Joseph Parslow
Corporate Controller

State of..... Connecticut
County of..... Hartford

Subscribed and sworn to before me this
3rd day of May 2021

Cynthia Montano
NOTARY PUBLIC (Seal)

CYNTHIA MONTANO
Notary Public, State of Connecticut
My Commission Expires Mar. 31, 2026

State of..... Connecticut
County of..... Hartford

Subscribed and sworn to before me this
10 day of May 2021

NOTARY PUBLIC (Seal)

VICTORIA WOLLSCHLAGER
Notary Public, State of Connecticut
My Commission Expires Sept. 30, 2022

a. Is this an original filing? ..... Yes [X] No [ ]
b. If no,
1. State the amendment number.....
2. Date filed .....
3. Number of pages attached.....

ASSETS

		Current Statement Date			4
		1	2	3	December 31
		Assets	Nonadmitted Assets	Net Admitted Assets (Cols. 1 - 2)	Prior Year Net Admitted Assets
1.	Bonds	39,649,251	0	39,649,251	37,907,267
2.	Stocks:				
	2.1 Preferred stocks	0	0	0	0
	2.2 Common stocks	0	0	0	0
3.	Mortgage loans on real estate:				
	3.1 First liens	0	0	0	0
	3.2 Other than first liens	0	0	0	0
4.	Real estate:				
	4.1 Properties occupied by the company (less $ 0 encumbrances)	0	0	0	0
	4.2 Properties held for the production of income (less $ 0 encumbrances)	0	0	0	0
	4.3 Properties held for sale (less $ 0 encumbrances)	0	0	0	0
5.	Cash ($ 11,399,933), cash equivalents ($ 23,068,547) and short-term investments ($ 0)	34,468,480	0	34,468,480	35,759,426
6.	Contract loans (including $ 0 premium notes)	0	0	0	0
7.	Derivatives	0	0	0	0
8.	Other invested assets	0	0	0	0
9.	Receivables for securities	0	0	0	0
10.	Securities lending reinvested collateral assets	0	0	0	0
11.	Aggregate write-ins for invested assets	0	0	0	0
12.	Subtotals, cash and invested assets (Lines 1 to 11)	74,117,731	0	74,117,731	73,666,693
13.	Title plants less $ 0 charged off (for Title insurers only)	0	0	0	0
14.	Investment income due and accrued	337,301	0	337,301	378,583
15.	Premiums and considerations:				
	15.1 Uncollected premiums and agents' balances in the course of collection	6,456,614	643,986	5,812,628	4,791,327
	15.2 Deferred premiums, agents' balances and installments booked but deferred and not yet due (including $ 0 earned but unbilled premiums)	0	0	0	0
	15.3 Accrued retrospective premiums ($ 55,574) and contracts subject to redetermination ($ 2,681,671)	2,737,245	0	2,737,245	1,741,486
16.	Reinsurance:				
	16.1 Amounts recoverable from reinsurers	0	0	0	0
	16.2 Funds held by or deposited with reinsured companies	0	0	0	0
	16.3 Other amounts receivable under reinsurance contracts	0	0	0	0
17.	Amounts receivable relating to uninsured plans	3,540,411	0	3,540,411	1,853,714
18.1	Current federal and foreign income tax recoverable and interest thereon	0	0	0	152,938
18.2	Net deferred tax asset	514,505	122,399	392,106	392,106
19.	Guaranty funds receivable or on deposit	7,016	0	7,016	7,016
20.	Electronic data processing equipment and software	0	0	0	0
21.	Furniture and equipment, including health care delivery assets ($ 0)	0	0	0	0
22.	Net adjustment in assets and liabilities due to foreign exchange rates	0	0	0	0
23.	Receivables from parent, subsidiaries and affiliates	0	0	0	0
24.	Health care ($ 1,286,319) and other amounts receivable	1,289,805	3,486	1,286,319	1,623,662
25.	Aggregate write-ins for other than invested assets	12,728	0	12,728	1,704
26.	Total assets excluding Separate Accounts, Segregated Accounts and Protected Cell Accounts (Lines 12 to 25)	89,013,356	769,871	88,243,485	84,609,229
27.	From Separate Accounts, Segregated Accounts and Protected Cell Accounts	0	0	0	0
28.	Total (Lines 26 and 27)	89,013,356	769,871	88,243,485	84,609,229
	DETAILS OF WRITE-INS				
1101.					
1102.					
1103.					
1198.	Summary of remaining write-ins for Line 11 from overflow page	0	0	0	0
1199.	Totals (Lines 1101 through 1103 plus 1198)(Line 11 above)	0	0	0	0
2501.	Recoverable state premium taxes	12,728	0	12,728	1,704
2502.					
2503.					
2598.	Summary of remaining write-ins for Line 25 from overflow page	0	0	0	0
2599.	Totals (Lines 2501 through 2503 plus 2598)(Line 25 above)	12,728	0	12,728	1,704

LIABILITIES, CAPITAL AND SURPLUS

		Current Period			Prior Year
		1 Covered	2 Uncovered	3 Total	4 Total
1.	Claims unpaid (less $ 48,221 reinsurance ceded)	18,336,672	1,581,503	19,918,175	21,512,565
2.	Accrued medical incentive pool and bonus amounts	2,824,516	0	2,824,516	2,804,275
3.	Unpaid claims adjustment expenses	294,814	0	294,814	276,528
4.	Aggregate health policy reserves, including the liability of $ 4,541,196 for medical loss ratio rebate per the Public Health Service Act	8,891,603	0	8,891,603	8,956,535
5.	Aggregate life policy reserves	0	0	0	0
6.	Property/casualty unearned premium reserve	0	0	0	0
7.	Aggregate health claim reserves	83,236	0	83,236	105,987
8.	Premiums received in advance	72,226	0	72,226	46,786
9.	General expenses due or accrued	4,470,801	0	4,470,801	4,383,818
10.1	Current federal and foreign income tax payable and interest thereon (including $ 0 on realized gains (losses))	396,998	0	396,998	0
10.2	Net deferred tax liability	0	0	0	0
11.	Ceded reinsurance premiums payable	0	0	0	0
12.	Amounts withheld or retained for the account of others	40,710	0	40,710	38,385
13.	Remittances and items not allocated	108,435	0	108,435	149,510
14.	Borrowed money (including $ 0 current) and interest thereon $ 0 (including $ 0 current)	0	0	0	0
15.	Amounts due to parent, subsidiaries and affiliates	3,742,762	0	3,742,762	1,633,956
16.	Derivatives	0	0	0	0
17.	Payable for securities	0	0	0	500,000
18.	Payable for securities lending	0	0	0	0
19.	Funds held under reinsurance treaties (with $ 0 authorized reinsurers, $ 52,333 unauthorized reinsurers and $ 0 certified reinsurers)	52,333	0	52,333	30,453
20.	Reinsurance in unauthorized and certified ($ 0) companies	0	0	0	0
21.	Net adjustments in assets and liabilities due to foreign exchange rates	0	0	0	0
22.	Liability for amounts held under uninsured plans	578,040	0	578,040	609,561
23.	Aggregate write-ins for other liabilities (including $ 0 current)	124,626	0	124,626	126,217
24.	Total liabilities (Lines 1 to 23)	40,017,772	1,581,503	41,599,275	41,174,576
25.	Aggregate write-ins for special surplus funds	XXX	XXX	0	0
26.	Common capital stock	XXX	XXX	3,509,000	3,509,000
27.	Preferred capital stock	XXX	XXX	0	0
28.	Gross paid in and contributed surplus	XXX	XXX	29,572,042	29,572,042
29.	Surplus notes	XXX	XXX	0	0
30.	Aggregate write-ins for other than special surplus funds	XXX	XXX	0	0
31.	Unassigned funds (surplus)	XXX	XXX	13,563,168	10,353,611
32.	Less treasury stock, at cost: 32.1 0 shares common (value included in Line 26 $ 0) 32.2 0 shares preferred (value included in Line 27 $ 0)	XXX XXX	XXX XXX	0 0	0 0
33.	Total capital and surplus (Lines 25 to 31 minus Line 32)	XXX	XXX	46,644,210	43,434,653
34.	Total liabilities, capital and surplus (Lines 24 and 33)	XXX	XXX	88,243,485	84,609,229
	DETAILS OF WRITE-INS				
2301.	Abandoned property liability	124,626	0	124,626	126,217
2302.					
2303.					
2398.	Summary of remaining write-ins for Line 23 from overflow page	0	0	0	0
2399.	Totals (Lines 2301 through 2303 plus 2398)(Line 23 above)	124,626	0	124,626	126,217
2501.		XXX	XXX		
2502.		XXX	XXX		
2503.		XXX	XXX		
2598.	Summary of remaining write-ins for Line 25 from overflow page	XXX	XXX	0	0
2599.	Totals (Lines 2501 through 2503 plus 2598)(Line 25 above)	XXX	XXX	0	0
3001.		XXX	XXX		
3002.		XXX	XXX		
3003.		XXX	XXX		
3098.	Summary of remaining write-ins for Line 30 from overflow page	XXX	XXX	0	0
3099.	Totals (Lines 3001 through 3003 plus 3098)(Line 30 above)	XXX	XXX	0	0

STATEMENT OF REVENUE AND EXPENSES

		Current Year To Date		Prior Year To Date	Prior Year Ended December 31
		1 Uncovered	2 Total	3 Total	4 Total
1.	Member Months	XXX	58,670	66,615	261,540
2.	Net premium income (including $ 0 non-health premium income)	XXX	40,715,786	37,918,509	161,856,051
3.	Change in unearned premium reserves and reserve for rate credits	XXX	0	0	(4,539,577)
4.	Fee-for-service (net of $ 0 medical expenses)	XXX	0	0	0
5.	Risk revenue	XXX	0	0	0
6.	Aggregate write-ins for other health care related revenues	XXX	0	0	0
7.	Aggregate write-ins for other non-health revenues	XXX	0	0	0
8.	Total revenues (Lines 2 to 7)	XXX	40,715,786	37,918,509	157,316,474
	Hospital and Medical:				
9.	Hospital/medical benefits	1,607,650	20,247,478	24,246,123	81,138,168
10.	Other professional services	151,646	1,909,896	338,555	7,077,865
11.	Outside referrals	57,545	724,743	801,841	3,234,863
12.	Emergency room and out-of-area	150,591	1,896,615	1,985,945	7,481,945
13.	Prescription drugs	0	6,797,729	7,422,364	30,251,892
14.	Aggregate write-ins for other hospital and medical	0	0	0	0
15.	Incentive pool, withhold adjustments and bonus amounts	0	40,068	2,175,650	1,467,651
16.	Subtotal (Lines 9 to 15)	1,967,432	31,616,529	36,970,478	130,652,384
	Less:				
17.	Net reinsurance recoveries	0	81,537	3,618	241,342
18.	Total hospital and medical (Lines 16 minus 17)	1,967,432	31,534,992	36,966,860	130,411,042
19.	Non-health claims (net)	0	0	0	0
20.	Claims adjustment expenses, including $ 536,276 cost containment expenses	0	770,560	908,206	2,749,260
21.	General administrative expenses	0	4,586,902	7,324,035	17,946,801
22.	Increase in reserves for life and accident and health contracts (including $ 0 increase in reserves for life only)	0	0	(80,945)	(80,945)
23.	Total underwriting deductions (Lines 18 through 22)	1,967,432	36,892,454	45,118,156	151,026,158
24.	Net underwriting gain or (loss) (Lines 8 minus 23)	XXX	3,823,332	(7,199,647)	6,290,316
25.	Net investment income earned	0	335,364	255,460	1,242,110
26.	Net realized capital gains (losses) less capital gains tax of $ 6,942	0	(144,497)	(169,297)	(144,226)
27.	Net investment gains (losses) (Lines 25 plus 26)	0	190,867	86,163	1,097,884
28.	Net gain or (loss) from agents' or premium balances charged off [(amount recovered $ 0) (amount charged off $ 0)]	0	0	0	0
29.	Aggregate write-ins for other income or expenses	0	0	0	0
30.	Net income or (loss) after capital gains tax and before all other federal income taxes (Lines 24 plus 27 plus 28 plus 29)	XXX	4,014,199	(7,113,484)	7,388,200
31.	Federal and foreign income taxes incurred	XXX	797,458	(825,058)	2,161,738
32.	Net income (loss) (Lines 30 minus 31)	XXX	3,216,741	(6,288,426)	5,226,462
	DETAILS OF WRITE-INS				
0601.		XXX			
0602.		XXX			
0603.		XXX			
0698.	Summary of remaining write-ins for Line 6 from overflow page	XXX	0	0	0
0699.	Totals (Lines 0601 through 0603 plus 0698)(Line 6 above)	XXX	0	0	0
0701.		XXX			
0702.		XXX			
0703.		XXX			
0798.	Summary of remaining write-ins for Line 7 from overflow page	XXX	0	0	0
0799.	Totals (Lines 0701 through 0703 plus 0798)(Line 7 above)	XXX	0	0	0
1401.					
1402.					
1403					
1498.	Summary of remaining write-ins for Line 14 from overflow page	0	0	0	0
1499.	Totals (Lines 1401 through 1403 plus 1498)(Line 14 above)	0	0	0	0
2901.					
2902.					
2903					
2998.	Summary of remaining write-ins for Line 29 from overflow page	0	0	0	0
2999.	Totals (Lines 2901 through 2903 plus 2998)(Line 29 above)	0	0	0	0

STATEMENT OF REVENUE AND EXPENSES (Continued)

	1 Current Year to Date	2 Prior Year to Date	3 Prior Year Ended December 31
CAPITAL AND SURPLUS ACCOUNT			
33. Capital and surplus prior reporting year	43,434,653	42,021,229	42,021,229
34. Net income or (loss) from Line 32	3,216,741	(6,288,426)	5,226,462
35. Change in valuation basis of aggregate policy and claim reserves	0	0	0
36. Change in net unrealized capital gains (losses) less capital gains tax of $ 773	2,909	(133,094)	3,071
37. Change in net unrealized foreign exchange capital gain or (loss)	0	0	0
38. Change in net deferred income tax	773	(35,379)	(30,241)
39. Change in nonadmitted assets	(10,866)	262,270	414,132
40 Change in unauthorized and certified reinsurance	0	0	0
41. Change in treasury stock	0	0	0
42. Change in surplus notes	0	0	0
43. Cumulative effect of changes in accounting principles	0	0	0
44. Capital Changes:			
44.1 Paid in	0	0	0
44.2 Transferred from surplus (Stock Dividend)	0	0	0
44.3 Transferred to surplus	0	0	0
45. Surplus adjustments:			
45.1 Paid in	0	0	0
45.2 Transferred to capital (Stock Dividend)	0	0	0
45.3 Transferred from capital	0	0	0
46. Dividends to stockholders	0	0	(4,200,000)
47. Aggregate write-ins for gains or (losses) in surplus	0	0	0
48. Net change in capital & surplus (Lines 34 to 47)	3,209,557	(6,194,629)	1,413,424
49. Capital and surplus end of reporting period (Line 33 plus 48)	46,644,210	35,826,600	43,434,653
DETAILS OF WRITE-INS			
4701.			
4702.			
4703.			
4798. Summary of remaining write-ins for Line 47 from overflow page	0	0	0
4799. Totals (Lines 4701 through 4703 plus 4798)(Line 47 above)	0	0	0

CASH FLOW

	1 Current Year To Date	2 Prior Year To Date	3 Prior Year Ended December 31
Cash from Operations			
1. Premiums collected net of reinsurance	38,651,854	38,665,102	168,316,877
2. Net investment income	405,687	463,764	1,512,385
3. Miscellaneous income	0	0	0
4. Total (Lines 1 to 3)	39,057,541	39,128,866	169,829,262
5. Benefit and loss related payments	32,798,035	32,738,413	130,896,586
6. Net transfers to Separate Accounts, Segregated Accounts and Protected Cell Accounts	0	0	0
7. Commissions, expenses paid and aggregate write-ins for deductions	6,981,435	4,787,260	21,227,157
8. Dividends paid to policyholders	0	0	0
9. Federal and foreign income taxes paid (recovered) net of $ 0 tax on capital gains (losses)	254,464	8,023	2,354,147
10. Total (Lines 5 through 9)	40,033,934	37,533,696	154,477,890
11. Net cash from operations (Line 4 minus Line 10)	(976,393)	1,595,170	15,351,372
Cash from Investments			
12. Proceeds from investments sold, matured or repaid:			
12.1 Bonds	2,474,716	3,518,553	12,579,675
12.2 Stocks	0	0	0
12.3 Mortgage loans	0	0	0
12.4 Real estate	0	0	0
12.5 Other invested assets	0	0	0
12.6 Net gains or (losses) on cash, cash equivalents and short-term investments	(1)	0	1
12.7 Miscellaneous proceeds	0	0	500,000
12.8 Total investment proceeds (Lines 12.1 to 12.7)	2,474,715	3,518,553	13,079,676
13. Cost of investments acquired (long-term only):			
13.1 Bonds	4,379,613	4,789,475	15,702,785
13.2 Stocks	0	0	0
13.3 Mortgage loans	0	0	0
13.4 Real estate	0	0	0
13.5 Other invested assets	0	0	0
13.6 Miscellaneous applications	500,000	20,625	0
13.7 Total investments acquired (Lines 13.1 to 13.6)	4,879,613	4,810,100	15,702,785
14. Net increase (or decrease) in contract loans and premium notes	0	0	0
15. Net cash from investments (Line 12.8 minus Line 13.7 and Line 14)	(2,404,898)	(1,291,547)	(2,623,109)
Cash from Financing and Miscellaneous Sources			
16. Cash provided (applied):			
16.1 Surplus notes, capital notes	0	0	0
16.2 Capital and paid in surplus, less treasury stock	0	0	0
16.3 Borrowed funds	0	0	0
16.4 Net deposits on deposit-type contracts and other insurance liabilities	0	0	0
16.5 Dividends to stockholders	0	0	4,200,000
16.6 Other cash provided (applied)	2,090,345	4,600,574	(5,655,287)
17. Net cash from financing and miscellaneous sources (Line 16.1 through Line 16.4 minus Line 16.5 plus Line 16.6)	2,090,345	4,600,574	(9,855,287)
RECONCILIATION OF CASH, CASH EQUIVALENTS AND SHORT-TERM INVESTMENTS			
18. Net change in cash, cash equivalents and short-term investments (Line 11, plus Lines 15 and 17)	(1,290,946)	4,904,197	2,872,976
19. Cash, cash equivalents and short-term investments:			
19.1 Beginning of year	35,759,426	32,886,450	32,886,450
19.2 End of period (Line 18 plus Line 19.1)	34,468,480	37,790,647	35,759,426

Note: Supplemental disclosures of cash flow information for non-cash transactions:

20.0001. Non-cash investment exchanges	0	3,500,000	5,145,000

EXHIBIT OF PREMIUMS, ENROLLMENT AND UTILIZATION

	1	Comprehensive (Hospital & Medical)		4	5	6	7	8	9	10
	Total	2 Individual	3 Group	Medicare Supplement	Vision Only	Dental Only	Federal Employees Health Benefit Plan	Title XVIII Medicare	Title XIX Medicaid	Other
Total Members at end of:										
1. Prior Year	21,530	0	3,671	0	0	0	10,108	7,751	0	0
2. First Quarter	19,495	0	3,457	0	0	0	8,006	8,032	0	0
3. Second Quarter	0	0	0	0	0	0	0	0	0	0
4. Third Quarter	0	0	0	0	0	0	0	0	0	0
5. Current Year	0	0	0	0	0	0	0	0	0	0
6. Current Year Member Months	58,670	0	10,310	0	0	0	24,234	24,126	0	0
Total Member Ambulatory Encounters for Period:										
7 Physician	81,565	0	7,103	0	0	0	28,567	45,895	0	0
8. Non-Physician	52,784	0	5,997	0	0	0	22,081	24,706	0	0
9. Total	134,349	0	13,100	0	0	0	50,648	70,601	0	0
10. Hospital Patient Days Incurred	1,259	0	100	0	0	0	576	583	0	0
11. Number of Inpatient Admissions	298	0	17	0	0	0	100	181	0	0
12. Health Premiums Written (a)	40,794,660	(15)	3,624,071	0	0	0	16,547,022	20,623,582	0	0
13. Life Premiums Direct	0	0	0	0	0	0	0	0	0	0
14. Property/Casualty Premiums Written	0	0	0	0	0	0	0	0	0	0
15. Health Premiums Earned	40,794,660	(15)	3,624,071	0	0	0	16,547,022	20,623,582	0	0
16. Property/Casualty Premiums Earned	0	0	0	0	0	0	0	0	0	0
17. Amount Paid for Provision of Health Care Services	32,855,028	(1,377)	3,043,661	0	0	0	13,006,367	16,806,377	0	0
18. Amount Incurred for Provision of Health Care Services	31,616,529	(1,377)	2,886,265	0	0	0	11,113,129	17,618,512	0	0

(a) For health premiums written: amount of Medicare Title XVIII exempt from state taxes or fees $ 20,623,582

CLAIMS UNPAID AND INCENTIVE POOL, WITHHOLD AND BONUS (Reported and Unreported)

Aging Analysis of Unpaid Claims

1 Account	2 1 - 30 Days	3 31 - 60 Days	4 61 - 90 Days	5 91 - 120 Days	6 Over 120 Days	7 Total
Claims Unpaid (Reported)						
0299999 Aggregate accounts not individually listed-uncovered	55,431	1,695	(177)	0	423	57,372
0399999 Aggregate accounts not individually listed-covered	3,598,606	12,207	(1,263)	0	3,016	3,612,566
0499999 Subtotals	3,654,037	13,902	(1,440)	0	3,439	3,669,938
0599999 Unreported claims and other claim reserves						16,296,458
0699999 Total amounts withheld						0
0799999 Total claims unpaid						19,966,396
0899999 Accrued medical incentive pool and bonus amounts						2,824,516

UNDERWRITING AND INVESTMENT EXHIBIT

ANALYSIS OF CLAIMS UNPAID - PRIOR YEAR - NET OF REINSURANCE

Line of Business	Claims Paid Year to Date		Liability End of Current Quarter		5	6
	1 On Claims Incurred Prior to January 1 of Current Year	2 On Claims Incurred During the Year	3 On Claims Unpaid Dec. 31 of Prior Year	4 On Claims Incurred During the Year	Claims Incurred in Prior Years (Columns 1 + 3)	Estimated Claim Reserve and Claim Liability December 31 of Prior Year
1. Comprehensive (hospital and medical)	1,205,012	1,836,707	317,518	1,517,842	1,522,530	2,068,449
2. Medicare Supplement	0	0	0	0	0	0
3. Dental Only	0	0	0	0	0	0
4. Vision Only	0	0	0	0	0	0
5. Federal Employees Health Benefits Plan	4,527,689	8,470,420	2,442,380	5,807,944	6,970,069	10,595,785
6. Title XVIII - Medicare	4,685,254	12,053,126	2,498,087	7,417,640	7,183,341	8,954,318
7 Title XIX - Medicaid	0	0	0	0	0	0
8. Other health	0	0	0	0	0	0
9. Health subtotal (Lines 1 to 8)	10,417,955	22,360,253	5,257,985	14,743,426	15,675,940	21,618,552
10. Healthcare receivables (a)	0	1,289,805	0	0	0	1,623,662
11. Other non-health	0	0	0	0	0	0
12. Medical incentive pools and bonus amounts	8,823	11,004	2,767,878	56,638	2,776,701	2,804,275
13. Totals (Lines 9-10+11+12)	10,426,778	21,081,452	8,025,863	14,800,064	18,452,641	22,799,165

(a) Excludes $ 0 loans or advances to providers not yet expensed.

NOTES TO FINANCIAL STATEMENTS

1. Summary of Significant Accounting Policies and Going Concern

A. Accounting Practices

The accompanying statutory financial statements of Aetna Health of Utah Inc. ("the Company"), indirectly a wholly-owned subsidiary of CVS Health Corporation ("CVS Health"), have been prepared in conformity with accounting practices prescribed or permitted by the Utah Insurance Department ("Utah Department") ("Utah Accounting Practices"). The Utah Department recognizes only statutory accounting practices prescribed or permitted by the State of Utah for determining and reporting the financial condition and results of operations of an insurance company, which include accounting practices and procedures adopted by the National Association of Insurance Commissioners' ("NAIC") *Accounting Practices and Procedures Manual* ("NAIC SAP").

A reconciliation of the Company's net income and surplus between NAIC SAP and practices prescribed and permitted by the State of Utah for the periods ended March 31, 2021 and December 31, 2020 is as follows:

		SSAP #	F/S Page	F/S Line #	2021	2020
NET INCOME						
(1)	State basis (Page 4, Line 32, Columns 2 & 4)	XXX	XXX	XXX	$ 3,216,741	$ 5,226,462
(2)	State Prescribed Practices that are an increase/(decrease) from NAIC SAP:					
(3)	State Permitted Practices that are an increase/(decrease) from NAIC SAP:					
(4)	Net Income NAIC SAP (1-2-3=4)	XXX	XXX	XXX	$ 3,216,741	$ 5,226,462
SURPLUS						
(5)	State basis (Page 3, Line 33, Columns 3 & 4)	XXX	XXX	XXX	$ 46,644,210	$ 43,434,653
(6)	State Prescribed Practices that are an increase/(decrease) from NAIC SAP:					
(7)	State Permitted Practices that are an increase/(decrease) from NAIC SAP:					
(8)	Statutory Surplus NAIC SAP (5-6-7=8)	XXX	XXX	XXX	$ 46,644,210	$ 43,434,653

B. Use of Estimates in the Preparation of the Financial Statements

The preparation of these financial statements in conformity with Utah Accounting Practices requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and revenues and expenses. Actual results could differ from those estimates.

C. Accounting Policies

The Company applies the following significant accounting policies:

(1) No significant change.

(2) Bonds

Bonds, which include special deposits, are carried at amortized cost except for those bonds with an NAIC designation of 3 through 6, which are carried at the lower of amortized cost or fair value. The amount carried at fair value is not material to the financial statements. Bond premiums and discounts are amortized using the scientific interest method. When quoted prices in active markets for identical assets are available, the Company uses these quoted market prices to determine the fair value of bonds. This is used primarily for U.S. government securities. In other cases where a quoted market price for identical assets in an active market is either not available or not observable, the Company estimates fair values using valuation methodologies based on available and observable market information or by using a matrix pricing model. If quoted market prices are not available, the Company determines fair value using broker quotes or an internal analysis of each investment's financial performance and cash flow projections. The Company had no investments where fair value was determined using broker quotes or an internal analysis of financial performance and cash flow projections. Bonds include all investments whose maturity is greater than one year when purchased. Loan-backed and structured securities are carried at amortized cost adjusted for unamortized premiums and discounts and are accounted for using the retrospective adjustment method. Premiums and discounts on loan-backed and structured securities are amortized using the scientific method over the estimated remaining term of the securities, adjusted for anticipated prepayments. All adjustments between amortized cost and carrying value are reflected in unrealized capital gains and losses and are reported as direct adjustments to surplus.

NOTES TO FINANCIAL STATEMENTS

Bonds are recorded as purchases or sales on the trade date.

The Company periodically reviews its bonds to determine whether a decline in fair value below the carrying value is other-than-temporary. For bonds, other than loan-backed and structured securities ("LB&SS"), an other-than-temporary impairment ("OTTI") shall be recorded if it is probable that the Company will be unable to collect all amounts due according to the contractual terms in effect at the date of acquisition. Declines deemed to be OTTI in the cost basis are recognized as realized capital losses. Yield-related impairments are deemed other-than-temporary when the Company intends to sell an investment at the reporting date before recovery of the cost of the investment.

For LB&SS, the Company records OTTI when the fair value of the loan-backed or structured security is less than the amortized cost basis at the balance sheet date and (1) the Company intends to sell the investment, or (2) the Company does not have the intent and ability to retain the investment for the time sufficient to recover the amortized cost basis, or (3) the Company does not expect to recover the entire amortized cost basis of the security, even if it does not intend to sell the security and has the intent and ability to hold. If it is determined an OTTI has occurred because of (1) or (2), the amount of the OTTI is equal to the difference between the amortized cost and the fair value of the security at the balance sheet date and this difference is recorded as a realized capital loss. If it is determined an OTTI has occurred because of (3), the amount of the OTTI is equal to the difference between the amortized cost and the present value of cash flows expected to be collected, discounted at the loan-backed or structured security's effective interest rate and this difference is also accounted for as a realized capital loss.

The Company analyzes all relevant facts and circumstances for each investment when performing its analysis to determine whether an OTTI exists. Among the factors considered in evaluating whether a decline is other-than-temporary, management considers whether the decline in fair value results from a change in the quality of the investment security itself, whether the decline results from a downward movement in the market as a whole, the prospects for realizing the carrying value of the bond based on the investee's current and short-term prospects for recovery and other factors. The risks inherent in assessing the impairment of an investment include the risk that market factors may differ from the Company's expectations and the risk that facts and circumstances factored into its assessment may change with the passage of time. Unexpected changes to market factors and circumstances that were not present in past reporting periods may result in a current period decision to sell securities that were not other-than-temporarily-impaired in prior reporting periods.

The Company had no Securities Valuation Office-identified investments that are being reported at a different measurement method from the prior year annual statement.

(3) through (20): No significant change.

D. Going Concern

As of May 12, 2021, management evaluated whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern and management has determined that it is not probable that the Company will be unable to meet its obligations as they become due within one year after the financial statements are available to be issued. Management will continuously evaluate the Company's ability to continue as a going concern and will take appropriate action and will make appropriate disclosures if there is any change in any condition or events that would raise substantial doubt about the Company's ability to continue as a going concern.

2. Accounting Changes and Corrections of Errors

The Company did not have any accounting changes or corrections of errors in the period ended March 31, 2021.

3. Business Combinations and Goodwill

No significant change.

4. Discontinued Operations

No significant change.

5. Investments

A. through C.: No significant change.

D. Loan-Backed Securities

(1) Prepayment assumptions for single class and multi-class mortgage-backed/loan-backed securities were obtained from industry market sources.

(2) The Company did not recognize any other-than-temporary impairment ("OTTI") during the first quarter of 2021 on loan-backed and structured securities in which the Company had the (1) intent to sell, (2) did not have the intent and ability to retain for a period of time sufficient to recover the amortized cost basis or (3) present value of cash flows expected to be collected is less than the amortized cost basis of the securities in accordance with Statements of Statutory Accounting Principles ("SSAP") No. 43R, Loan-Backed and Structured Securities ("SSAP No. 43R").

(3) The Company had no recognized OTTI on loan-backed and structured securities currently held, in which the present value of cash flows expected to be collected is less than the amortized cost basis at the reporting date March 31, 2021.

NOTES TO FINANCIAL STATEMENTS

(4) The Company's unrealized loss position on loan-backed and structured securities held by the Company at March 31, 2021 is as follows:

a. The aggregate amount of unrealized losses:		
1. Less than 12 Months	$	(3,079)
2. 12 Months or Longer		—
b. The aggregate related fair value of securities with unrealized losses:		
1. Less than 12 Months	$	484,207
2. 12 Months or Longer		—

(5) The Company has reviewed the loan-backed and structured securities in accordance with SSAP No. 43R in the table above and has concluded that these are performing assets generating investment income to support the needs of the business. Furthermore, the Company has no intention to sell the securities at March 31, 2021 before their cost can be recovered and does have the intent and ability to retain the securities for the time sufficient to recover the amortized cost basis; therefore, no OTTI write-down to fair value was determined to have occurred on these securities.

E. Dollar Repurchase Agreements and/or Securities Lending Transactions

(1) and (2): No significant change.

(3) Neither the Company nor its agent has accepted collateral that is permitted by contract or custom to sell or repledge as of March 31, 2021.

(4) through (7): No significant change.

F. The Company did not have any repurchase agreements transactions accounted for as secured borrowing at March 31, 2021.

G. The Company did not have any reverse repurchase agreements transactions accounted for as secured borrowing at March 31, 2021.

H. The Company did not have any repurchase agreements transactions accounted for as a sale at March 31, 2021.

I. The Company did not have any reverse repurchase agreements transactions accounted for as a sale at March 31, 2021.

J. through L.: No significant change.

M. The Company did not have any working capital finance investments at March 31, 2021.

N. The Company did not have any offsetting and netting of derivative, repurchase and reverse repurchase, and securities borrowing and securities lending assets or liabilities at March 31, 2021.

O. through Q.: No significant change.

R. The Company did not participate in any Qualified Cash Pools at March 31, 2021.

6. Joint Ventures, Partnerships and Limited Liability Companies

No significant change.

7. Investment Income

No significant change.

8. Derivative Instruments

The Company did not have any derivative instruments at March 31, 2021.

9. Income Taxes

No significant change.

10. Information Concerning Parent, Subsidiaries, Affiliates and Other Related Parties

No significant change.

11. Debt

A. The Company did not have any items related to debt, including capital notes at March 31, 2021.

B. The Company did not have any Federal Home Loan Bank agreements at March 31, 2021.

NOTES TO FINANCIAL STATEMENTS

12. Retirement Plans, Deferred Compensation, Postemployment Benefits and Compensated Absences and Other Postretirement Benefit Plans

The Company did not have a retirement plan, deferred compensation plan or other postretirement benefit plan at March 31, 2021.

13. Capital and Surplus, Shareholders' Dividend Restrictions and Quasi-Reorganizations

No significant change.

14. Liabilities, Contingencies and Assessments

No significant change.

15. Leases

No significant change.

16. Information About Financial Instruments with Off-Balance Sheet Risk and Financial Instruments with Concentrations of Credit Risk

No significant change.

17. Sale, Transfer and Servicing of Financial Assets and Extinguishments of Liabilities

A. Transfers of Receivables Reported as Sales

No significant change.

B. Transfer and Servicing of Financial Assets

(1) No significant change.

(2) and (3): The Company did not have any servicing assets or liabilities at March 31, 2021.

(4) The Company did not have any securitized financial assets at March 31, 2021.

(5) through (7): No significant change.

C. Wash Sales

(1) In the course of the Company's asset management, securities are sold and reacquired within 30 days of the sale date to enhance the Company's yield on its investment portfolio.

(2) The Company had no securities sold during the quarter ended March 31, 2021 and reacquired within 30 days of the sale date.

18. Gain or Loss to the Reporting Entity from Uninsured Plans and the Uninsured Portion of Partially Insured Plans

No significant change.

19. Direct Premium Written/Produced by Managing General Agents/Third Party Administrators

No significant change.

20. Fair Value Measurements

A.

(1) The Company had no material assets and liabilities that are measured and reported at fair value in the financial statements as of March 31, 2021.

(2) There were no material realized and unrealized capital gains, purchases, sales, settlements, or transfers into or out of the Company's Level 3 financial assets during March 31, 2021.

(3) Transfers in and out of all levels are recognized at the end of the reporting period of which the transfer occurred.

(4) The Company's fair value measurement valuation techniques are described in B. below.

(5) The Company did not have any derivative instruments at March 31, 2021.

B. The fair values of these instruments are based on valuations that include inputs that can be classified within one of three levels of a hierarchy. The following are the levels of the hierarchy and a brief description of the type of valuation information ("inputs") that qualifies a financial asset or liability for each level:

NOTES TO FINANCIAL STATEMENTS

Level 1 - Unadjusted quoted prices for identical assets or liabilities in active markets.
Level 2 - Inputs other than Level 1 that are based on observable market data. These include: quoted prices for similar assets in active markets, quoted prices for identical assets in inactive markets, inputs that are observable that are not prices (such as interest rates and credit risks) and inputs that are derived from or corroborated by observable markets.
Level 3 - Developed from unobservable data, reflecting the Company's own assumptions.

Financial assets and liabilities are classified based upon the lowest level of input that is significant to the valuation. When quoted prices in active markets for identical assets and liabilities are available, the Company uses these quoted market prices to determine the fair value of financial assets and liabilities and classifies these assets and liabilities as Level 1. In other cases where a quoted market price for identical assets and liabilities in an active market is either not available or not observable, the Company estimates fair value using valuation methodologies based on available and observable market information or by using a matrix pricing model. These financial assets and liabilities would then be classified as Level 2. If quoted market prices are not available, the Company determines fair value using broker quotes or an internal analysis of each investment's financial performance and cash flow projections. Thus, financial assets and liabilities may be classified in Level 3 even though there may be some significant inputs that may be observable.

C. The carrying values and estimated fair values of the Company's financial instruments at March 31, 2021 were as follows:

Type of Financial Instrument	Aggregate Fair Value	Admitted Assets	(Level 1)	(Level 2)	(Level 3)	Net Asset Value (NAV)	Not Practicable (Carrying Value)
Bonds, short-term and cash equivalents	$ 64,144,467	$ 62,717,798	$ 6,218,855	$ 57,925,612	$ —	$ —	$ —

In evaluating the Company's management of interest rate and liquidity risk and currency exposures, the fair values of all assets and liabilities should be taken into consideration, not only those presented above.

D. The Company did not have any financial instruments where it was not practicable to estimate the fair value.

E. The Company has not elected to use the net asset value practical expedient to fair value to measure its investments.

21. Other Items

A. and B.: No significant change.

C. Other Disclosures

The Coronavirus Disease 2019 ("COVID-19") pandemic continues to evolve. The Company believes COVID-19's impact on the Company's businesses, operating results, cash flows and/or financial condition primarily will be driven by the geographies impacted and the severity and duration of the pandemic; the pandemic's impact on the U.S. and global economies and consumer behavior and health care utilization patterns; and the timing, scope and impact of stimulus legislation as well as other federal, state and local governmental responses to the pandemic. Those primary drivers are beyond the Company's knowledge and control. As a result, the impact COVID-19 will have on the Company's businesses, operating results, cash flows and/or financial condition is uncertain, but the impact could be adverse and material. COVID-19 also may result in legal and regulatory proceedings, investigations and claims against the Company.

D. through I.: No significant change.

22. Events Subsequent

A. Type I - Recognized Subsequent Events

Subsequent events have been considered through May 12, 2021 for the statutory statement issued on May 13, 2021.

The Company had no known reportable recognized subsequent events.

B. Type II - Non-Recognized Subsequent Events

Subsequent events have been considered through May 12, 2021 for the statutory statement issued on May 13, 2021.

The Company had no known reportable non-recognized subsequent events.

23. Reinsurance

No significant change.

24. Retrospectively Rated Contracts and Contracts Subject to Redetermination

A. through D.: No significant change.

E. Risk Sharing Provisions of the Affordable Care Act

NOTES TO FINANCIAL STATEMENTS

(1) Did the reporting entity write accident and health insurance premium which is subject to the Affordable Care Act risk sharing provisions (YES/NO)? Yes [X] No [ ]

(2) Impact of Risk Sharing Provisions of the Affordable Care Act on Admitted Assets, Liabilities and Revenue for the Current Year:

		AMOUNT
a.	Permanent ACA Risk Adjustment Program	
	Assets	
	1. Premium adjustments receivable due to ACA Risk Adjustment	$ 39,462
	Liabilities (including high-risk pool payments)	
	2. Risk adjustment user fees payable for ACA Risk Adjustment	13
	3. Premium adjustments payable due to ACA Risk Adjustment (including high risk pool payments)	1,417
	Operations (Revenue & Expense)	
	4. Reported as revenue in premium for accident and health contracts (written/collected) due to ACA Risk Adjustment	(876)
	5. Reported in expenses as ACA risk adjustment user fees (incurred/paid)	(63)
b.	Transitional ACA Reinsurance Program	
	Assets	
	1. Amounts recoverable for claims paid due to ACA Reinsurance	—
	2. Amounts recoverable for claims unpaid due to ACA Reinsurance (Contra Liability)	—
	3. Amounts receivable relating to uninsured plans for contributions for ACA Reinsurance	—
	Liabilities	
	4. Liabilities for contributions payable due to ACA Reinsurance – not reported as ceded premium	—
	5. Ceded reinsurance premiums payable due to ACA Reinsurance	—
	6. Liabilities for amounts held under uninsured plans contributions for ACA Reinsurance	—
	Operations (Revenue & Expense)	
	7. Ceded reinsurance premiums due to ACA Reinsurance	—
	8. Reinsurance recoveries (income statement) due to ACA Reinsurance payments or expected payments	—
	9. ACA Reinsurance contributions – not reported as ceded premium	—
c.	Temporary ACA Risk Corridors Program	
	Assets	
	1. Accrued retrospective premium due to ACA Risk Corridors	—
	Liabilities	
	2. Reserve for rate credits or policy experience rating refunds due to ACA Risk Corridors	—
	Operations (Revenue & Expense)	
	3. Effect of ACA Risk Corridors on net premium income (paid/received)	—
	4. Effect of ACA Risk Corridors on change in reserves for rate credits	—

(3) Roll forward of prior year ACA risk sharing provisions for the following asset (gross of any nonadmission) and liability balances along with the reasons for adjustments to prior year balance:

NOTES TO FINANCIAL STATEMENTS

	Accrued During the Prior Year on Business Written		Received or Paid as of the Current Year on Business		Differences		Adjustments			Unsettled Balances as of the Reporting Date	
	Before December 31 of the Prior Year		Written Before December 31 of the Prior Year		Prior Year Accrued Less Payments (Col 1 - 3)	Prior Year Accrued Less Payments (Col 2 - 4)	To Prior Year Balances	To Prior Year Balances		Cumulative Balance from Prior Years (Col 1 - 3 + 7)	Cumulative Balance from Prior Years (Col 2 - 4 + 8)
	1	2	3	4	5	6	7	8		9	10
	Receivable	(Payable)	Receivable	(Payable)	Receivable	(Payable)	Receivable	(Payable)	Ref	Receivable	(Payable)
a. Permanent ACA Risk Adjustment Program											
1. Premium adjustments receivable (including high risk pool payments)	$ 40,317	$ —	$ —	$ —	$ 40,317	$ —	$ (855)	$ —	A	$ 39,462	$ —
2. Premium adjustments (payable) (including high risk pool premium)	$ —	$ 117,044	$ —	$ 115,648	$ —	$ 1,396	$ —	$ 21	B	—	$ 1,417
3. Subtotal ACA Permanent Risk Adjustment Program	$ 40,317	$ 117,044	$ —	$ 115,648	$ 40,317	$ 1,396	$ (855)	$ 21		39,462	$ 1,417
b. Transitional ACA Reinsurance Program											
1. Amounts recoverable for claims paid	—	—	—	—	—	—	—	—	C	—	—
2. Amounts recoverable for claims unpaid (contra liability)	—	—	—	—	—	—	—	—	D	—	—
3. Amounts receivable relating to uninsured plans	—	—	—	—	—	—	—	—	E	—	—
4. Liabilities for contributions payable due to ACA Reinsurance - not reported as ceded premium	—	—	—	—	—	—	—	—	F	—	—
5. Ceded reinsurance premiums payable	—	—	—	—	—	—	—	—	G	—	—
6. Liability for amounts held under uninsured plans	—	—	—	—	—	—	—	—	H	—	—
7. Subtotal ACA Transitional Reinsurance Program	—	—	—	—	—	—	—	—		—	—
c. Temporary ACA Risk Corridors Program											
1. Accrued retrospective premium	—	—	—	—	—	—	—	—	I	—	—
2. Reserve for rate credits or policy experience rating refunds	—	—	—	—	—	—	—	—	J	—	—
3. Subtotal ACA Risk Corridors Program	—	—	—	—	—	—	—	—		—	—
d. Total for ACA Risk Sharing Provisions	$ 40,317	$ 117,044	$ —	$ 115,648	$ 40,317	$ 1,396	$ (855)	$ 21		$ 39,462	$ 1,417

Explanations of Adjustments

A. Due to updates to the data available to the Company to calculate the risk adjustment.
B. Due to updates to the data available to the Company to calculate the risk adjustment.
C.
D.
E.
F.
G.
H.
I.
J.

(4) There is no roll-forward of Risk Corridor Asset and Liability Balances by Program Benefit Year.

(5) ACA Risk Corridors Receivable as of Reporting Date

Risk Corridors Program Year	1 Estimated Amount to be Filed or Final Amount Filed with CMS	2 Non-Accrued Amounts for Impairment or Other Reasons	3 Amounts received from CMS	4 Asset Balance (Gross of Non-admissions) (1-2-3)	5 Non-admitted Amount	6 Net Admitted Asset (4-5)
a. 2014	$ 2,007,973	$ —	$ 2,007,973	$ —	$ —	$ —
b. 2015	3,061,829	—	3,061,829	—	—	—
c. 2016	—	—	—	—	—	—
d. Total (a + b + c)	$ 5,069,802	$ —	$ 5,069,802	$ —	$ —	$ —

24E(5)d (Column 4) should equal 24E(3)c1 (Column 9)
24E(5)d (Column 6) should equal 24E(2)c1

25. Change in Incurred Claims and Claim Adjustment Expenses

A. Reserves as of December 31, 2020 were $24,699,355. As of March 31, 2021, $10,703,306 has been paid for incurred claims and claim adjustment expenses attributable to insured events of prior years. Reserves remaining for prior years are now $8,025,863 as a result of re-estimation of unpaid claims and claim adjustment expenses. Therefore, there has been a $5,970,186 favorable prior-year development since December 31, 2020 to March 31, 2021. The decrease is generally the result of ongoing analysis of recent loss development trends. Original estimates are increased or decreased, as additional information becomes known regarding individual claims. Included in this decrease, the Company experienced $1,807,977 of favorable prior year claim development on retrospectively rated policies. However, the business to which it relates is subject to premium adjustments.

NOTES TO FINANCIAL STATEMENTS

B. There has been no significant change in the Company's methodologies and assumptions used in calculating the liability for unpaid losses and loss adjustment expenses.

26. Intercompany Pooling Arrangements

No significant change.

27. Structured Settlements

No significant change.

28. Health Care Receivables

No significant change.

29. Participating Policies

No significant change.

30. Premium Deficiency Reserves

No significant change.

31. Anticipated Salvage and Subrogation

No significant change.

GENERAL INTERROGATORIES

PART 1 - COMMON INTERROGATORIES

GENERAL

1.1 Did the reporting entity experience any material transactions requiring the filing of Disclosure of Material Transactions with the State of Domicile, as required by the Model Act? ..... Yes [ ] No [X]

1.2 If yes, has the report been filed with the domiciliary state? ..... Yes [ ] No [ ]

2.1 Has any change been made during the year of this statement in the charter, by-laws, articles of incorporation, or deed of settlement of the reporting entity? ..... Yes [ ] No [X]

2.2 If yes, date of change: .....

3.1 Is the reporting entity a member of an Insurance Holding Company System consisting of two or more affiliated persons, one or more of which is an insurer? ..... Yes [X] No [ ]
If yes, complete Schedule Y, Parts 1 and 1A.

3.2 Have there been any substantial changes in the organizational chart since the prior quarter end? ..... Yes [X] No [ ]

3.3 If the response to 3.2 is yes, provide a brief description of those changes.
On February 17, 2021, Aetna Inc. contributed its ownership interests in Aetna International Inc. to Aetna Life Insurance Company. Aetna International Inc. became a direct subsidiary of Aetna Life Insurance Company. The subsidiaries under the ownership of Aetna International Inc. remain the subsidiaries of Aetna International Inc. On February 28, 2021, Aetna International Inc. was converted to a limited liability company.

3.4 Is the reporting entity publicly traded or a member of a publicly traded group? ..... Yes [X] No [ ]

3.5 If the response to 3.4 is yes, provide the CIK (Central Index Key) code issued by the SEC for the entity/group. 0000064803

4.1 Has the reporting entity been a party to a merger or consolidation during the period covered by this statement? ..... Yes [ ] No [X]
If yes, complete and file the merger history data file with the NAIC.

4.2 If yes, provide the name of the entity, NAIC Company Code, and state of domicile (use two letter state abbreviation) for any entity that has ceased to exist as a result of the merger or consolidation.

1 Name of Entity	2 NAIC Company Code	3 State of Domicile

5. If the reporting entity is subject to a management agreement, including third-party administrator(s), managing general agent(s), attorney-in-fact, or similar agreement, have there been any significant changes regarding the terms of the agreement or principals involved? ..... Yes [X] No [ ] N/A [ ]
If yes, attach an explanation.
On January 1, 2021, the existing administrative services agreement was amended to update the Affiliates Services and Fees schedule.

6.1 State as of what date the latest financial examination of the reporting entity was made or is being made. 12/31/2020

6.2 State the as of date that the latest financial examination report became available from either the state of domicile or the reporting entity. This date should be the date of the examined balance sheet and not the date the report was completed or released. 12/31/2015

6.3 State as of what date the latest financial examination report became available to other states or the public from either the state of domicile or the reporting entity. This is the release date or completion date of the examination report and not the date of the examination (balance sheet date). 05/25/2017

6.4 By what department or departments?
Utah Insurance Department

6.5 Have all financial statement adjustments within the latest financial examination report been accounted for in a subsequent financial statement filed with Departments? ..... Yes [ ] No [ ] N/A [X]

6.6 Have all of the recommendations within the latest financial examination report been complied with? ..... Yes [X] No [ ] N/A [ ]

7.1 Has this reporting entity had any Certificates of Authority, licenses or registrations (including corporate registration, if applicable) suspended or revoked by any governmental entity during the reporting period? ..... Yes [ ] No [X]

7.2 If yes, give full information:

8.1 Is the company a subsidiary of a bank holding company regulated by the Federal Reserve Board? ..... Yes [ ] No [X]

8.2 If response to 8.1 is yes, please identify the name of the bank holding company.

8.3 Is the company affiliated with one or more banks, thrifts or securities firms? ..... Yes [ ] No [X]

8.4 If response to 8.3 is yes, please provide below the names and location (city and state of the main office) of any affiliates regulated by a federal regulatory services agency [i.e. the Federal Reserve Board (FRB), the Office of the Comptroller of the Currency (OCC), the Federal Deposit Insurance Corporation (FDIC) and the Securities Exchange Commission (SEC)] and identify the affiliate's primary federal regulator.

1 Affiliate Name	2 Location (City, State)	3 FRB	4 OCC	5 FDIC	6 SEC

GENERAL INTERROGATORIES

9.1 Are the senior officers (principal executive officer, principal financial officer, principal accounting officer or controller, or persons performing similar functions) of the reporting entity subject to a code of ethics, which includes the following standards? ..... Yes [X] No [ ]
(a) Honest and ethical conduct, including the ethical handling of actual or apparent conflicts of interest between personal and professional relationships;
(b) Full, fair, accurate, timely and understandable disclosure in the periodic reports required to be filed by the reporting entity;
(c) Compliance with applicable governmental laws, rules and regulations;
(d) The prompt internal reporting of violations to an appropriate person or persons identified in the code; and
(e) Accountability for adherence to the code.

9.11 If the response to 9.1 is No, please explain:

9.2 Has the code of ethics for senior managers been amended? ..... Yes [X] No [ ]

9.21 If the response to 9.2 is Yes, provide information related to amendment(s).
The Gambling section was updated to clarify that company resources or facilities are not to be utilized for sports betting pools, brackets and all of other forms of gambling with a pay in and pay out of money or other benefits or item of value. The Professional Practices section was updated to include language that requires immediate notification to the Compliance Exception Line or your supervisor if your license is revoked or sanctioned or state or federal regulatory agencies have taken action that will negatively impact your license or ability to practice.

9.3 Have any provisions of the code of ethics been waived for any of the specified officers? ..... Yes [ ] No [X]

9.31 If the response to 9.3 is Yes, provide the nature of any waiver(s).

FINANCIAL

10.1 Does the reporting entity report any amounts due from parent, subsidiaries or affiliates on Page 2 of this statement? ..... Yes [ ] No [X]

10.2 If yes, indicate any amounts receivable from parent included in the Page 2 amount: ..... $ 0

INVESTMENT

11.1 Were any of the stocks, bonds, or other assets of the reporting entity loaned, placed under option agreement, or otherwise made available for use by another person? (Exclude securities under securities lending agreements.) ..... Yes [ ] No [X]

11.2 If yes, give full and complete information relating thereto:

12. Amount of real estate and mortgages held in other invested assets in Schedule BA: ..... $ 0

13. Amount of real estate and mortgages held in short-term investments: ..... $ 0

14.1 Does the reporting entity have any investments in parent, subsidiaries and affiliates? ..... Yes [ ] No [X]

14.2 If yes, please complete the following:

		1 Prior Year-End Book/Adjusted Carrying Value	2 Current Quarter Book/Adjusted Carrying Value
14.21	Bonds	$ 0	$ 0
14.22	Preferred Stock	$ 0	$ 0
14.23	Common Stock	$ 0	$ 0
14.24	Short-Term Investments	$ 0	$ 0
14.25	Mortgage Loans on Real Estate	$ 0	$ 0
14.26	All Other	$ 0	$ 0
14.27	Total Investment in Parent, Subsidiaries and Affiliates (Subtotal Lines 14.21 to 14.26)	$ 0	$ 0
14.28	Total Investment in Parent included in Lines 14.21 to 14.26 above	$ 0	$ 0

15.1 Has the reporting entity entered into any hedging transactions reported on Schedule DB? ..... Yes [ ] No [X]

15.2 If yes, has a comprehensive description of the hedging program been made available to the domiciliary state? ..... Yes [ ] No [ ] N/A [ ]
If no, attach a description with this statement.

16. For the reporting entity's security lending program, state the amount of the following as of the current statement date:

16.1 Total fair value of reinvested collateral assets reported on Schedule DL, Parts 1 and 2. ..... $ 0

16.2 Total book adjusted/carrying value of reinvested collateral assets reported on Schedule DL, Parts 1 and 2 ..... $ 0

16.3 Total payable for securities lending reported on the liability page. ..... $ 0

GENERAL INTERROGATORIES

17. Excluding items in Schedule E - Part 3 - Special Deposits, real estate, mortgage loans and investments held physically in the reporting entity's offices, vaults or safety deposit boxes, were all stocks, bonds and other securities, owned throughout the current year held pursuant to a custodial agreement with a qualified bank or trust company in accordance with Section 1, III - General Examination Considerations, F. Outsourcing of Critical Functions, Custodial or Safekeeping Agreements of the NAIC Financial Condition Examiners Handbook? ..... Yes [X] No [ ]

17.1 For all agreements that comply with the requirements of the NAIC Financial Condition Examiners Handbook, complete the following:

1 Name of Custodian(s)	2 Custodian Address
State Street Bank and Trust Company	State Street Financial Center; One Lincoln Street; Boston, MA 02111-2900 .....

17.2 For all agreements that do not comply with the requirements of the NAIC Financial Condition Examiners Handbook, provide the name, location and a complete explanation:

1 Name(s)	2 Location(s)	3 Complete Explanation(s)

17.3 Have there been any changes, including name changes, in the custodian(s) identified in 17.1 during the current quarter? ..... Yes [ ] No [X]

17.4 If yes, give full information relating thereto:

1 Old Custodian	2 New Custodian	3 Date of Change	4 Reason

17.5 Investment management – Identify all investment advisors, investment managers, broker/dealers, including individuals that have the authority to make investment decisions on behalf of the reporting entity. For assets that are managed internally by employees of the reporting entity, note as such. ["...that have access to the investment accounts"; "...handle securities"]

1 Name of Firm or Individual	2 Affiliation
Kevin J. Casey as Senior Investment Officer	A.....
.....	.....

17.5097 For those firms/individuals listed in the table for Question 17.5, do any firms/individuals unaffiliated with the reporting entity (i.e. designated with a "U") manage more than 10% of the reporting entity's invested assets?..... Yes [ ] No [X]

17.5098 For firms/individuals unaffiliated with the reporting entity (i.e. designated with a "U") listed in the table for Question 17.5, does the total assets under management aggregate to more than 50% of the reporting entity's invested assets?..... Yes [ ] No [X]

17.6 For those firms or individuals listed in the table for 17.5 with an affiliation code of "A" (affiliated) or "U" (unaffiliated), provide the information for the table below.

1 Central Registration Depository Number	2 Name of Firm or Individual	3 Legal Entity Identifier (LEI)	4 Registered With	5 Investment Management Agreement (IMA) Filed
.....	Kevin J. Casey	.....	Not registered	.....
.....	.....	.....	.....	.....

18.1 Have all the filing requirements of the Purposes and Procedures Manual of the NAIC Investment Analysis Office been followed? ..... Yes [X] No [ ]

18.2 If no, list exceptions:

19. By self-designating 5GI securities, the reporting entity is certifying the following elements for each self-designated 5GI security:
    a. Documentation necessary to permit a full credit analysis of the security does not exist or an NAIC CRP credit rating for an FE or PL security is not available.
    b. Issuer or obligor is current on all contracted interest and principal payments.
    c. The insurer has an actual expectation of ultimate payment of all contracted interest and principal.

    Has the reporting entity self-designated 5GI securities? ..... Yes [ ] No [X]

20. By self-designating PLGI securities, the reporting entity is certifying the following elements of each self-designated PLGI security:
    a. The security was purchased prior to January 1, 2018.
    b. The reporting entity is holding capital commensurate with the NAIC Designation reported for the security.
    c. The NAIC Designation was derived from the credit rating assigned by an NAIC CRP in its legal capacity as a NRSRO which is shown on a current private letter rating held by the insurer and available for examination by state insurance regulators.
    d. The reporting entity is not permitted to share this credit rating of the PL security with the SVO.

    Has the reporting entity self-designated PLGI securities? ..... Yes [ ] No [X]

21. By assigning FE to a Schedule BA non-registered private fund, the reporting entity is certifying the following elements of each self-designated FE fund:
    a. The shares were purchased prior to January 1, 2019.
    b. The reporting entity is holding capital commensurate with the NAIC Designation reported for the security.
    c. The security had a public credit rating(s) with annual surveillance assigned by an NAIC CRP in its legal capacity as an NRSRO prior to January 1, 2019.
    d. The fund only or predominantly holds bonds in its portfolio.
    e. The current reported NAIC Designation was derived from the public credit rating(s) with annual surveillance assigned by an NAIC CRP in its legal capacity as an NRSRO.
    f. The public credit rating(s) with annual surveillance assigned by an NAIC CRP has not lapsed.

    Has the reporting entity assigned FE to Schedule BA non-registered private funds that complied with the above criteria? ..... Yes [ ] No [X]

GENERAL INTERROGATORIES

PART 2 - HEALTH

1. Operating Percentages:

1.1	A&H loss percent	78.8 %
1.2	A&H cost containment percent	1.3 %
1.3	A&H expense percent excluding cost containment expenses	11.8 %

2.1	Do you act as a custodian for health savings accounts?	Yes [ ] No [X]
2.2	If yes, please provide the amount of custodial funds held as of the reporting date	$ 0
2.3	Do you act as an administrator for health savings accounts?	Yes [ ] No [X]
2.4	If yes, please provide the balance of the funds administered as of the reporting date	$ 0
3.	Is the reporting entity licensed or chartered, registered, qualified, eligible or writing business in at least two states?	Yes [X] No [ ]
3.1	If no, does the reporting entity assume reinsurance business that covers risks residing in at least one state other than the state of domicile of the reporting entity?	Yes [ ] No [ ]

SCHEDULE S - CEDED REINSURANCE

Showing All New Reinsurance Treaties - Current Year to Date

1 NAIC Company Code	2 ID Number	3 Effective Date	4 Name of Reinsurer	5 Domiciliary Jurisdiction	6 Type of Reinsurance Ceded	7 Type of Business Ceded	8 Type of Reinsurer	9 Certified Reinsurer Rating (1 through 6)	10 Effective Date of Certified Reinsurer Rating

NONE

SCHEDULE T - PREMIUMS AND OTHER CONSIDERATIONS

Current Year to Date - Allocated by States and Territories

States, etc.	1 Active Status (a)	Direct Business Only 2 Accident and Health Premiums	3 Medicare Title XVIII	4 Medicaid Title XIX	5 CHIP Title XXI	6 Federal Employees Health Benefits Program Premiums	7 Life and Annuity Premiums & Other Considerations	8 Property/ Casualty Premiums	9 Total Columns 2 Through 8	10 Deposit-Type Contracts
1. Alabama AL	N	0	0	0	0	0	0	0	0	0
2. Alaska AK	N	0	0	0	0	0	0	0	0	0
3. Arizona AZ	N	0	0	0	0	0	0	0	0	0
4. Arkansas AR	N	0	0	0	0	0	0	0	0	0
5. California CA	N	0	0	0	0	0	0	0	0	0
6. Colorado CO	N	0	0	0	0	0	0	0	0	0
7. Connecticut CT	N	0	0	0	0	0	0	0	0	0
8. Delaware DE	N	0	0	0	0	0	0	0	0	0
9. District of Columbia DC	N	0	0	0	0	0	0	0	0	0
10. Florida FL	N	0	0	0	0	0	0	0	0	0
11. Georgia GA	N	0	0	0	0	0	0	0	0	0
12. Hawaii HI	N	0	0	0	0	0	0	0	0	0
13. Idaho ID	L	61,323	0	0	0	611,868	0	0	673,191	0
14. Illinois IL	N	0	0	0	0	0	0	0	0	0
15. Indiana IN	N	0	0	0	0	0	0	0	0	0
16. Iowa IA	N	0	0	0	0	0	0	0	0	0
17. Kansas KS	N	0	0	0	0	0	0	0	0	0
18. Kentucky KY	N	0	0	0	0	0	0	0	0	0
19. Louisiana LA	N	0	0	0	0	0	0	0	0	0
20. Maine ME	N	0	0	0	0	0	0	0	0	0
21. Maryland MD	N	0	0	0	0	0	0	0	0	0
22. Massachusetts MA	N	0	0	0	0	0	0	0	0	0
23. Michigan MI	N	0	0	0	0	0	0	0	0	0
24. Minnesota MN	N	0	0	0	0	0	0	0	0	0
25. Mississippi MS	N	0	0	0	0	0	0	0	0	0
26. Missouri MO	N	0	0	0	0	0	0	0	0	0
27. Montana MT	N	0	0	0	0	0	0	0	0	0
28. Nebraska NE	N	0	0	0	0	0	0	0	0	0
29. Nevada NV	L	0	0	0	0	0	0	0	0	0
30. New Hampshire NH	N	0	0	0	0	0	0	0	0	0
31. New Jersey NJ	N	0	0	0	0	0	0	0	0	0
32. New Mexico NM	N	0	0	0	0	0	0	0	0	0
33. New York NY	N	0	0	0	0	0	0	0	0	0
34. North Carolina NC	N	0	0	0	0	0	0	0	0	0
35. North Dakota ND	N	0	0	0	0	0	0	0	0	0
36. Ohio OH	N	0	0	0	0	0	0	0	0	0
37. Oklahoma OK	N	0	0	0	0	0	0	0	0	0
38. Oregon OR	N	0	0	0	0	0	0	0	0	0
39. Pennsylvania PA	N	0	0	0	0	0	0	0	0	0
40. Rhode Island RI	N	0	0	0	0	0	0	0	0	0
41. South Carolina SC	N	0	0	0	0	0	0	0	0	0
42. South Dakota SD	N	0	0	0	0	0	0	0	0	0
43. Tennessee TN	N	0	0	0	0	0	0	0	0	0
44. Texas TX	N	0	0	0	0	0	0	0	0	0
45. Utah UT	L	3,558,726	19,747,590	0	0	15,907,790	0	0	39,214,106	0
46. Vermont VT	N	0	0	0	0	0	0	0	0	0
47. Virginia VA	N	0	0	0	0	0	0	0	0	0
48. Washington WA	N	0	0	0	0	0	0	0	0	0
49. West Virginia WV	N	0	0	0	0	0	0	0	0	0
50. Wisconsin WI	N	0	0	0	0	0	0	0	0	0
51. Wyoming WY	L	4,007	875,992	0	0	27,364	0	0	907,363	0
52. American Samoa AS	N	0	0	0	0	0	0	0	0	0
53. Guam GU	N	0	0	0	0	0	0	0	0	0
54. Puerto Rico PR	N	0	0	0	0	0	0	0	0	0
55. U.S. Virgin Islands VI	N	0	0	0	0	0	0	0	0	0
56. Northern Mariana Islands MP	N	0	0	0	0	0	0	0	0	0
57. Canada CAN	N	0	0	0	0	0	0	0	0	0
58. Aggregate Other Aliens OT	XXX	0	0	0	0	0	0	0	0	0
59. Subtotal	XXX	3,624,056	20,623,582	0	0	16,547,022	0	0	40,794,660	0
60. Reporting Entity Contributions for Employee Benefit Plans	XXX	0	0	0	0	0	0	0	0	0
61. Totals (Direct Business)	XXX	3,624,056	20,623,582	0	0	16,547,022	0	0	40,794,660	0
DETAILS OF WRITE-INS										
58001.	XXX									
58002.	XXX									
58003.	XXX									
58998. Summary of remaining write-ins for Line 58 from overflow page	XXX	0	0	0	0	0	0	0	0	0
58999. Totals (Lines 58001 through 58003 plus 58998)(Line 58 above)	XXX	0	0	0	0	0	0	0	0	0

(a) Active Status Counts:

L - Licensed or Chartered - Licensed Insurance carrier or domiciled RRG 4

R - Registered - Non-domiciled RRGs 0

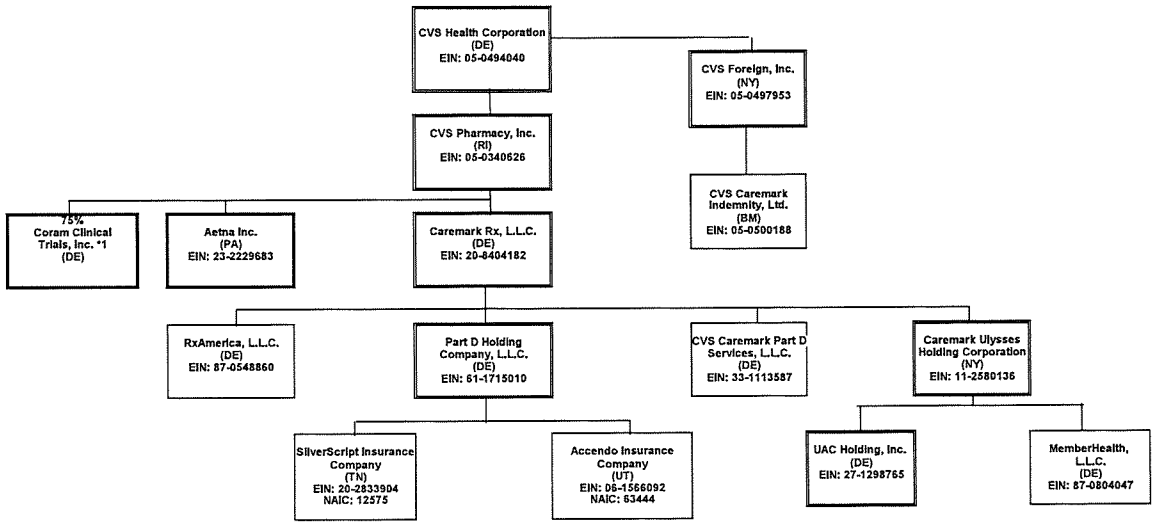
E - Eligible - Reporting entities eligible or approved to write surplus lines in the state 0

Q - Qualified - Qualified or accredited reinsurer 0

N - None of the above - Not allowed to write business in the state 53

SCHEDULE Y - INFORMATION CONCERNING ACTIVITIES OF INSURANCE MEMBERS OF A HOLDING COMPANY GROUP

PART 1 - ORGANIZATIONAL CHART

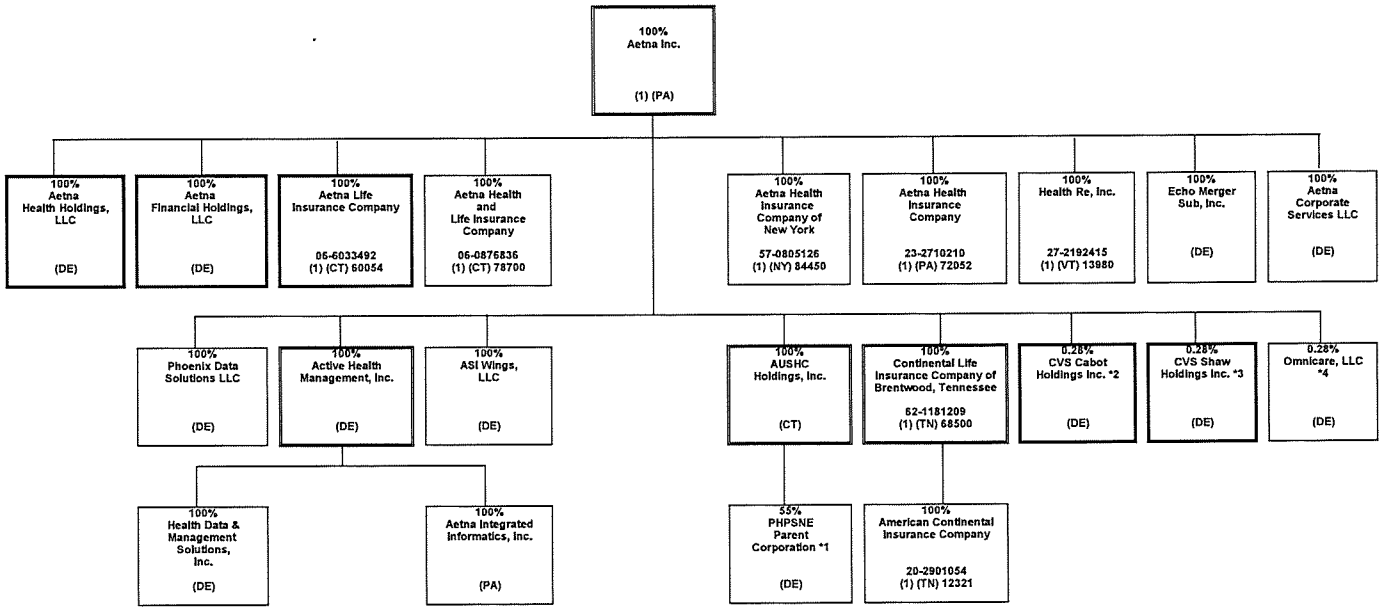


This organizational chart reflects the insurance entity reporting system and identifies the relationship between the ultimate parent and all member insurers.
The ultimate controlling company is a Fortune 7 company with numerous subsidiaries, the majority of which do not interact with the insurance entities.
(1) Insurers/HMO's
Percentages are rounded to the nearest whole percent and based on ownership of voting rights.
Double borders indicate entity has subsidiaries shown on the same page.
Bold borders indicate entity has subsidiaries shown on a separate page.

***1 Coram Clinical Trials, Inc. is also 25% owned by Aetna Life Insurance Company**

SCHEDULE Y - INFORMATION CONCERNING ACTIVITIES OF INSURANCE MEMBERS OF A HOLDING COMPANY GROUP

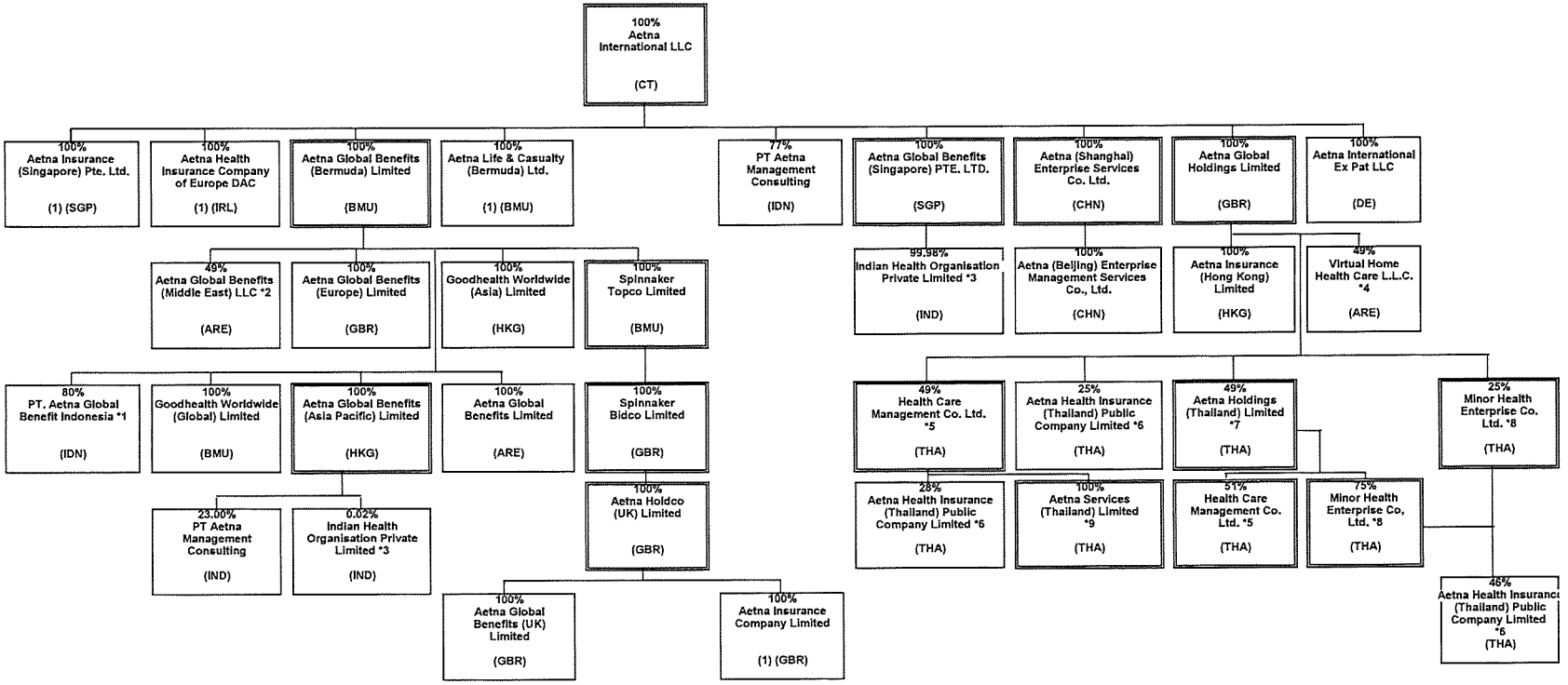
PART 1 - ORGANIZATIONAL CHART



*1 PHPSNE Parent Corporation is also 45% owned by third parties.
*2 CVS Cabot Holdings Inc. is also 99.72% owned by Coram Clinical Trials, Inc.
*3 CVS Shaw Holdings Inc. is also 99.72% owned by Coram Clinical Trials, Inc.
*4 Omnicare, LLC is also owned by CVS Cabot Holdings Inc and CVS Shaw Holdings Inc., each with 49.86% ownership.

SCHEDULE Y - INFORMATION CONCERNING ACTIVITIES OF INSURANCE MEMBERS OF A HOLDING COMPANY GROUP

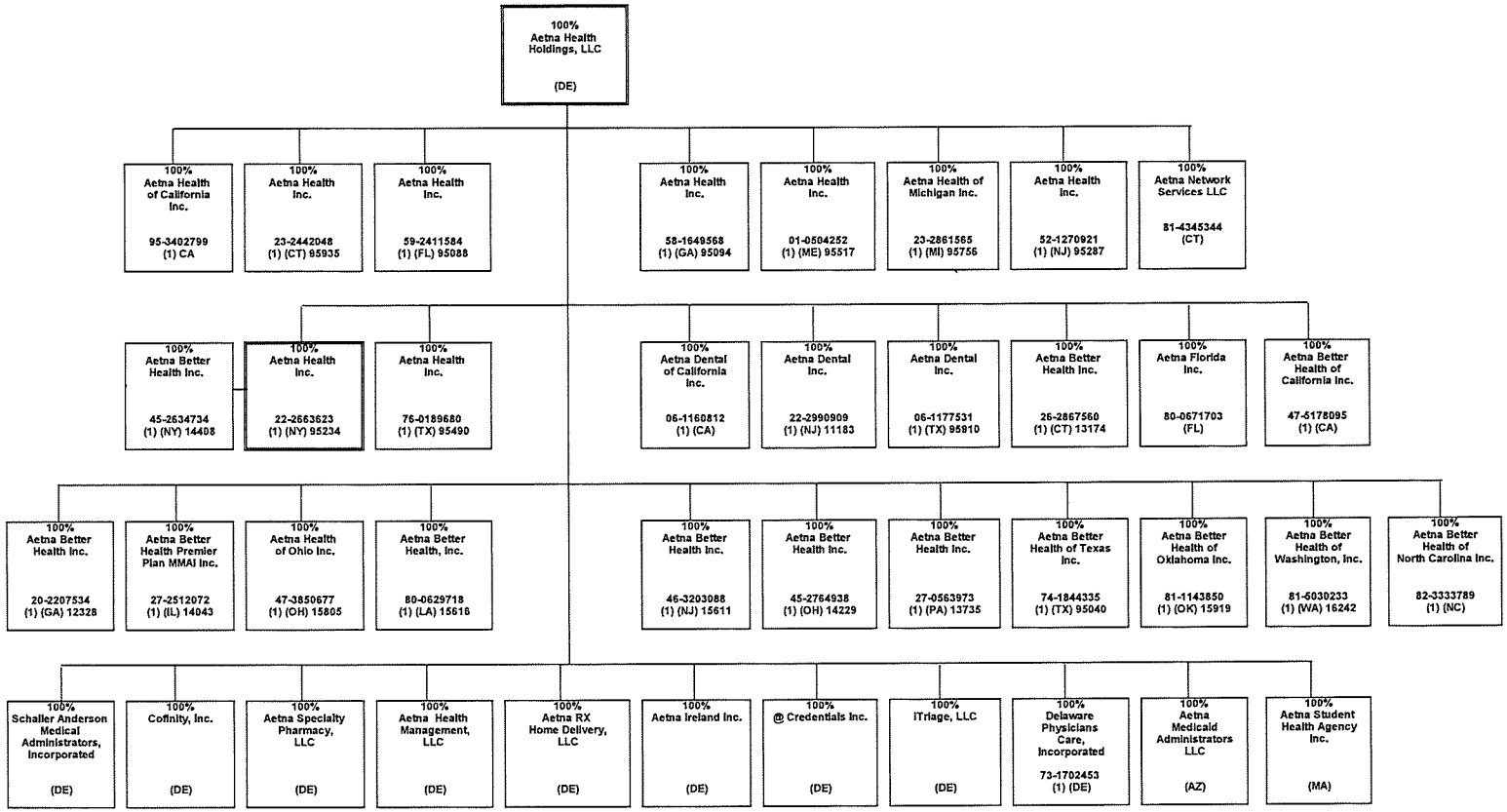
PART 1 - ORGANIZATIONAL CHART



*1 PT. Aetna Global Benefits Indonesia is also 20% owned by Suhatsyah Rival, Aetna's Nominee.
*2 Aetna Global Benefits (Middle East) LLC is also 51% is owned by Euro Gulf LLC, Aetna's Nominee.
*3 Indian Health Organisation Private Limited is 0.019857% owned by Aetna Global Benefits (Asia Pacific) and 99.980143% owned by Aetna Global Benefits (Singapore) PTE. LTD.
*4 Virtual Home Health Care L.L.C. is also 51% owned by CBD Commercial Brokers LLC, Aetna's Nominee
*5 Health Care Management Co. Ltd. is also owned by Aetna Global Benefits (Bermuda) Limited (1 share).
*6 Aetna Health Insurance (Thailand) Public Company Limited is also owned by Aetna Global Benefits (Bermuda) Limited (1 share), Ms. Srisa-ard Sansanapongpherchar (1 Share), Mr. Jitphasong Itsaraphakde (1 Share); Mrs. Suphee Wattana (1 Share); and Mr. Buncha Tanphragorn (1 Share)
*7 Aetna Holdings (Thailand) Limited is also 51% owned by Mr. Palboon Sutantivorakoon plus Aetna Benefits (Bermuda) Limited owns 1 share.
*8 Minor Health Enterprise Co, Ltd is is also (1 share) owned by Aetna Global Benefits (Bermuda) Limited
*9 Aetna Services (Thailand) Limited is also (1 share) owned by Aetna Global Benefits (Bermuda) Limited and (1 share) owned by Aetna Global Holdings Limited

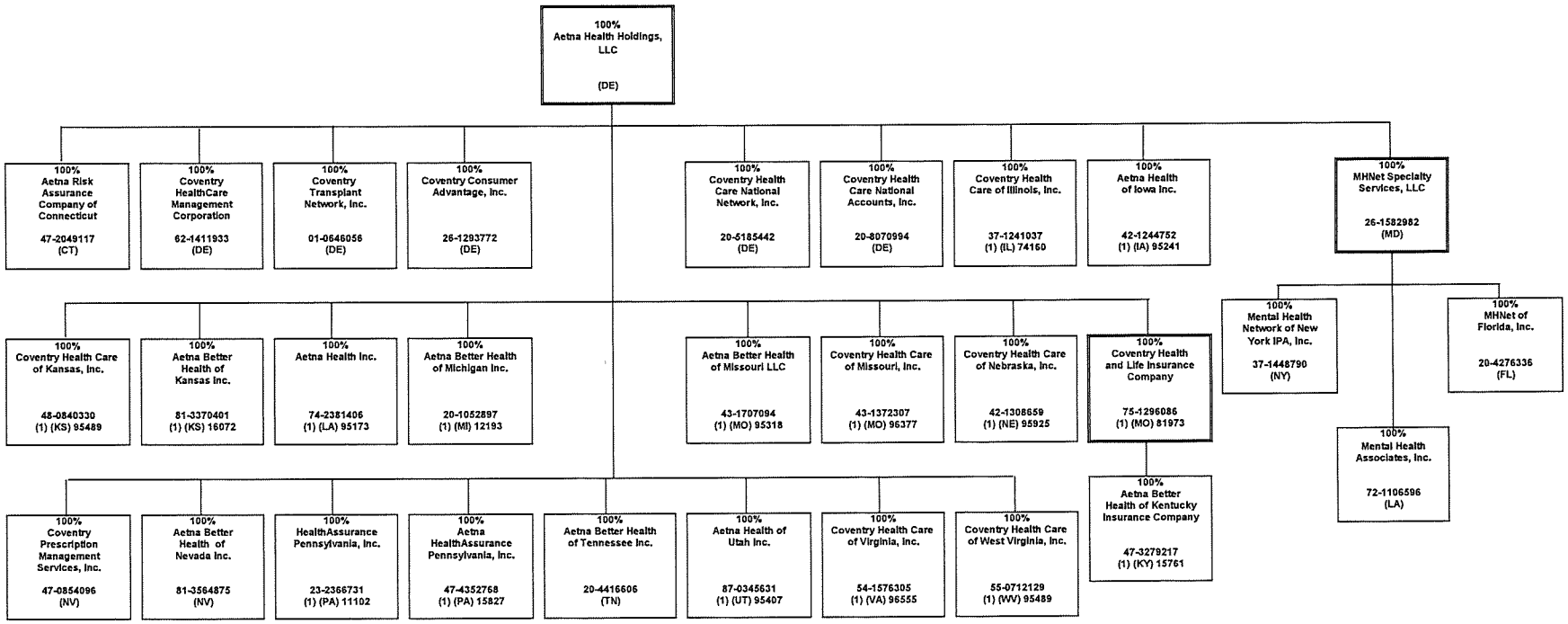
SCHEDULE Y - INFORMATION CONCERNING ACTIVITIES OF INSURANCE MEMBERS OF A HOLDING COMPANY GROUP

PART 1 - ORGANIZATIONAL CHART



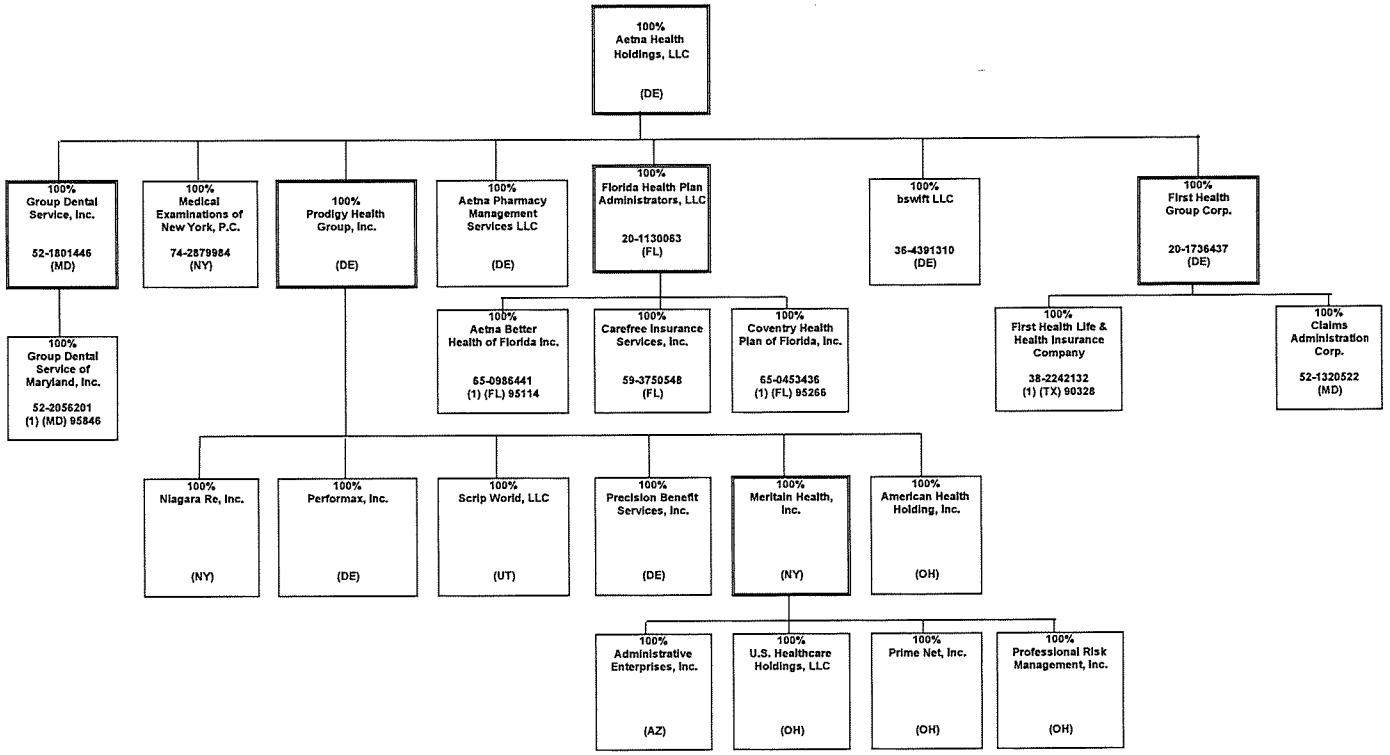
SCHEDULE Y - INFORMATION CONCERNING ACTIVITIES OF INSURANCE MEMBERS OF A HOLDING COMPANY GROUP

PART 1 - ORGANIZATIONAL CHART



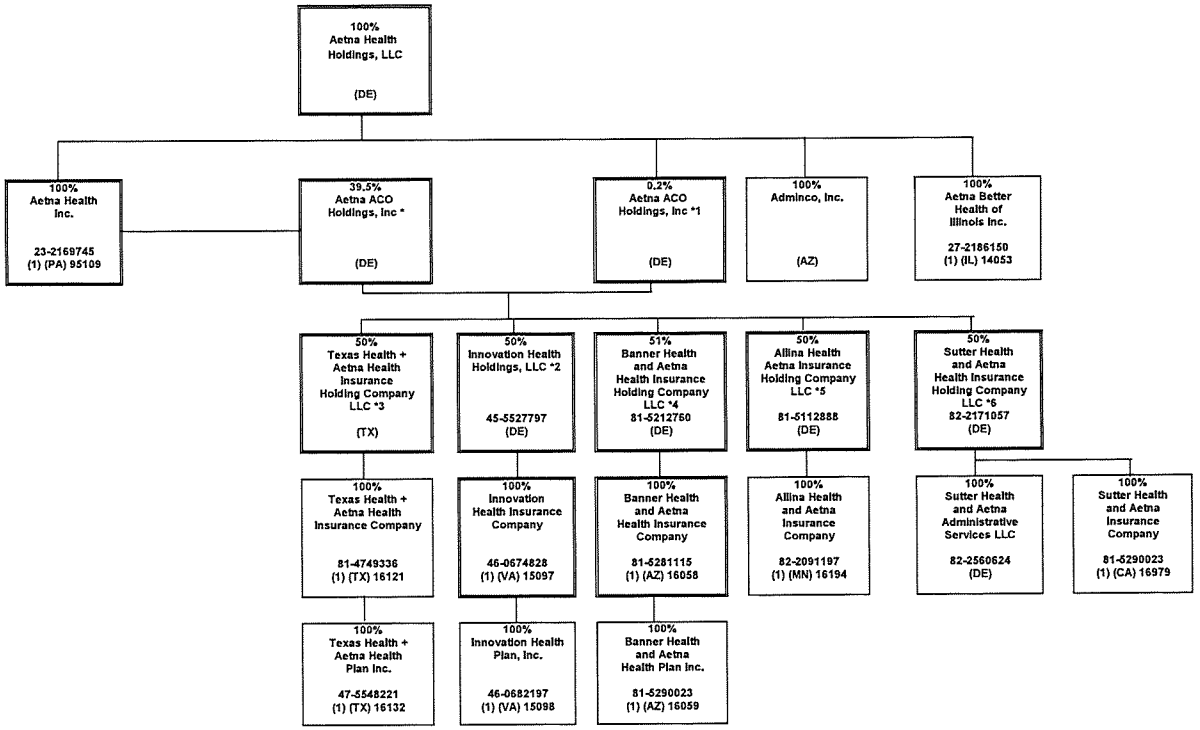
SCHEDULE Y - INFORMATION CONCERNING ACTIVITIES OF INSURANCE MEMBERS OF A HOLDING COMPANY GROUP

PART 1 - ORGANIZATIONAL CHART



SCHEDULE Y - INFORMATION CONCERNING ACTIVITIES OF INSURANCE MEMBERS OF A HOLDING COMPANY GROUP

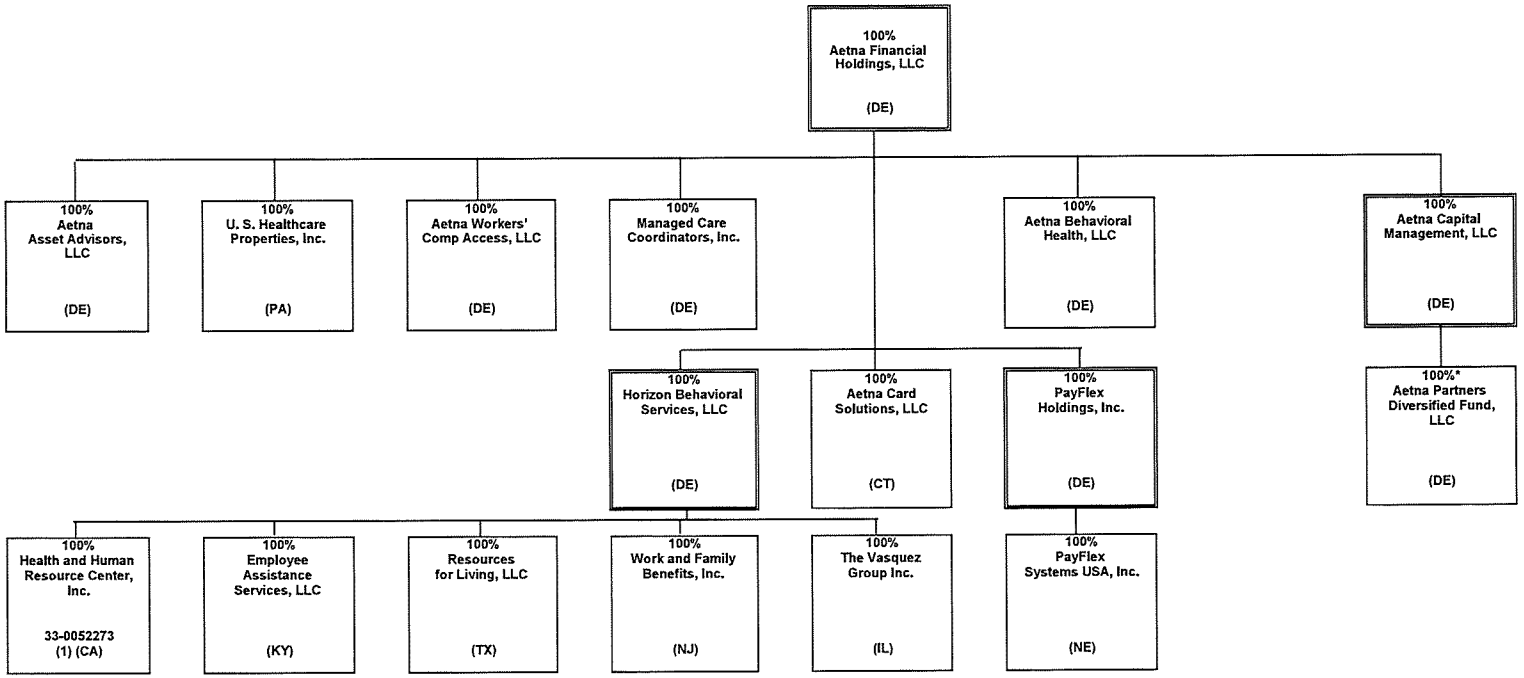
PART 1 - ORGANIZATIONAL CHART



*1 Aetna ACO Holdings Inc. is owned by Aetna Life Insurance Company (302 shares); Aetna Health Inc. (PA) (198 shares); and Aetna Health Holdings, LLC (1 share).
*2 Innovation Health Holdings, LLC is also 50% owned by Inova Health System Foundation.
*3 Texas Health + Aetna Health Insurance Holding Company LLC is also 50% owned by Texas Health Resources.
*4 Banner Health and Aetna Health Insurance Holding Company LLC is also 49% owned by Banner Health.
*5 Allina Health and Aetna Insurance Holding Company LLC is also 50% owned by Allina Health.
*6 Sutter Health and Aetna Insurance Holding Company LLC is also 50% owned by Sutter Health Plan Products Organization, LLC.

SCHEDULE Y - INFORMATION CONCERNING ACTIVITIES OF INSURANCE MEMBERS OF A HOLDING COMPANY GROUP

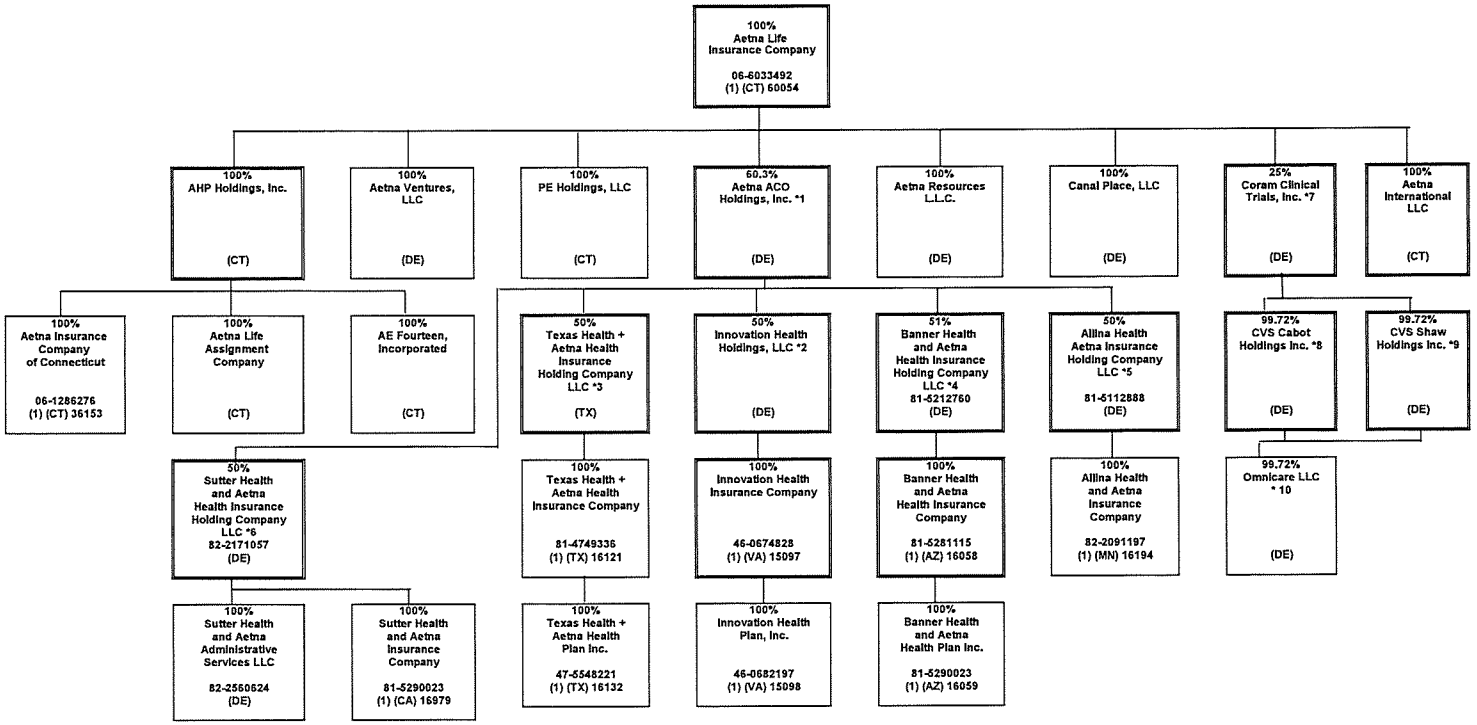
PART 1 - ORGANIZATIONAL CHART



* Aetna Capital Management, LLC owns 100% of the voting rights of Aetna Partners Diversified Fund, LLC ("APDF"). APDF is a fund of hedge funds and certain subsidiaries of CVS Health Group invest in this fund, which does not confer any managing or controlling ownership interests in APDF.

SCHEDULE Y - INFORMATION CONCERNING ACTIVITIES OF INSURANCE MEMBERS OF A HOLDING COMPANY GROUP

PART 1 - ORGANIZATIONAL CHART



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*3 Texas Health + Aetna Health Insurance Holding Company LLC is also 50% owned by Texas Health Resources.
*4 Banner Health and Aetna Health Insurance Holding Company LLC is also 49% owned by Banner Health.
*5 Allina Health and Aetna Insurance Holding Company LLC is also 50% owned by Allina Health.
*6 Sutter Health and Aetna Insurance Holding Company LLC is also 50% owned by Sutter Health Plan Products Organization, LLC.
*7 Coram Clinical Trials, Inc. is also 75% owned by CVS Pharmacy, Inc.
*8 CVS Cabot Holdings Inc. is also .28% owned by Aetna Inc.
*9 CVS Shaw Holdings Inc. is also .28% owned by Aetna Inc.
*10 Remaining .28% owned by Aetna Inc. CVS Cabot Holdings Inc. and CVS Shaw Holdings Inc. each owning 49.86%.

SCHEDULE Y

PART 1A - DETAIL OF INSURANCE HOLDING COMPANY SYSTEM

1 Group Code	2 Group Name	3 NAIC Company Code	4 ID Number	5 Federal RSSD	6 CIK	7 Name of Securities Exchange if Publicly Traded (U.S. or International)	8 Names of Parent, Subsidiaries Or Affiliates	9 Domiciliary Location	10 Relationship to Reporting Entity	11 Directly Controlled by (Name of Entity/Person)	12 Type of Control (Ownership, Board, Management, Attorney-in-Fact, Influence, Other)	13 If Control is Ownership Provide Percentage	14 Ultimate Controlling Entity(ies)/Person(s)	15 Is an SCA Filing Required? (Y/N)	16
0001	CVS HEALTH GROUP		05-0494040		0000064803	NYSE	CVS Health Corporation	DE	UIP	Board of Directors	Board of Directors	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	63444	06-1566092				Accendo Insurance Company	UT	IA	Part D Holding Company, L.L.C.	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	12575	20-2833904				SilverScript Insurance Company	TN	IA	Part D Holding Company, L.L.C.	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	05-0340626				CVS Pharmacy, Inc.	RI	UIP	CVS Health Corporation	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	20-8404182				Caremark Rx, L.L.C.	DE	NIA	CVS Pharmacy, Inc	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	61-1715010				Part D Holding Company, L.L.C.	DE	NIA	Caremark, Rx., L.L.C.	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	33-1113587				CVS Caremark Part D Services, L.L.C.	DE	NIA	Caremark, Rx., L.L.C.	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	87-0548860				RxAmerica, L.L.C.	DE	NIA	Caremark, Rx., L.L.C.	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	11-2580136				Caremark Ulysses Holding Corporation	NY	NIA	Caremark, Rx., L.L.C.	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	87-0804047				MemberHealth, L.L.C.	DE	NIA	Caremark Ulysses Holding Corporation	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	05-0500188				CVS Caremark Indemnity, Ltd.	BMU	IA	CVS Foreign, Inc.	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	27-1298765				UAC Holding, Inc.	DE	NIA	Caremark Ulysses Holding Corporation	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	05-0497953				CVS Foreign, Inc.	NY	NIA	CVS Health Corporation	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	58-2160656				Coram Clinical Trials, Inc.	DE	NIA	CVS Pharmacy, Inc	Ownership	75.000	CVS Health Corporation	N	18
0001	CVS HEALTH GROUP	00000	23-2229683	3060706	0001122304		Aetna Inc.	PA	UIP	CVS Pharmacy, Inc	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	30-0123754				Aetna Health Holdings, LLC	DE	UDP	Aetna Inc.	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	95-3402799				Aetna Health of California Inc.	CA	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	95935	23-2442048				Aetna Health Inc.	CT	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	95088	59-2411584				Aetna Health Inc.	FL	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	95094	58-1649568				Aetna Health Inc.	GA	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	95517	01-0504252				Aetna Health Inc.	ME	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	95756	23-2861565				Aetna Health of Michigan Inc.	MI	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	95287	52-1270921				Aetna Health Inc.	NJ	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	95234	22-2663623				Aetna Health Inc.	NY	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	14408	45-2634734				Aetna Better Health Inc.	NY	IA	Aetna Health Inc. (NY)	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	95490	76-0189680				Aetna Health Inc.	TX	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	95040	74-1844335				Aetna Better Health of Texas Inc.	TX	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	12328	20-2207534				Aetna Better Health Inc.	GA	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	06-1160812				Aetna Dental of California Inc.	CA	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	11183	22-2990909				Aetna Dental Inc.	NJ	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	95910	06-1177531				Aetna Dental Inc.	TX	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	30-0123760				Aetna Rx Home Delivery, LLC	DE	NIA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	13-3670795				Aetna Health Management, LLC	DE	NIA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	22-3187443				Aetna Ireland Inc.	DE	NIA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	57-1209768				Aetna Specialty Pharmacy, LLC	DE	NIA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	20-1274723				Cofinity, Inc.	DE	NIA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	23-2671370				eCredentials Inc.	DE	NIA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000					Aetna Services (Thailand) Limited	THA	NIA	Health Care Management Co. Ltd.	Ownership	100.000	CVS Health Corporation	N	17
0001	CVS HEALTH GROUP	13735	27-0563973				Aetna Better Health Inc.	PA	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	13174	26-2867560				Aetna Better Health Inc.	CT	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	47-5178095				Aetna Better Health of California Inc.	CA	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	14043	27-2512072				Aetna Better Health Premier Plan NMAI Inc.	IL	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	15805	47-3850677				Aetna Health of Ohio Inc.	OH	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	15616	80-0629718				Aetna Better Health, Inc.	LA	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	80-0671703				Aetna Florida Inc.	FL	NIA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	14229	25-2764938				Aetna Better Health Inc.	OH	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	15611	46-3203088				Aetna Better Health Inc.	NJ	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	15919	81-1143850				Aetna Better Health of Oklahoma Inc.	OK	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	04-2708160				Aetna Student Health Agency Inc.	MA	NIA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	73-1702453				Delaware Physicians Care, Incorporated	DE	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	01-0826783				Schaller Anderson Medical Administrators, Incorporated	DE	NIA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	86-0842559				Aetna Medicaid Administrators LLC	AZ	NIA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	45-2944270				iTriage, LLC	DE	NIA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D

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0001	CVS HEALTH GROUP	00000	16-1471176				Prodigy Health Group, Inc.	DE	NIA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	45-4901541				Aetna ACO Holdings, Inc.	DE	NIA	Aetna Health Holdings, LLC	Ownership	0.200	CVS Health Corporation	Y	3
0001	CVS HEALTH GROUP	00000	74-2879984				Medical Examinations of New York, P.C.	NY	NIA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	45-5527797				Innovation Health Holdings, LLC	DE	NIA	Aetna ACO Holdings, Inc.	Ownership	50.000	CVS Health Corporation	N	B
0001	CVS HEALTH GROUP	15097	46-0674828				Innovation Health Insurance Company	VA	IA	Innovation Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	15098	46-0682197				Innovation Health Plan, Inc.	VA	IA	Innovation Health Insurance Company	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	81-3789357				Texas Health + Aetna Health Insurance Holding Company LLC	TX	NIA	Aetna ACO Holdings, Inc.	Ownership	50.000	CVS Health Corporation	N	B
0001	CVS HEALTH GROUP	16121	81-4749336				Texas Health + Aetna Health Insurance Company	TX	IA	Texas Health + Aetna Health Insurance Holding Company LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	16132	47-5548221				Texas Health + Aetna Health Plan Inc.	TX	IA	Texas Health + Aetna Health Insurance Company	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	95109	23-2169745				Aetna Health Inc.	PA	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	45-4901541				Aetna ACO Holdings, Inc.	DE	NIA	Aetna Health Inc. (PA)	Ownership	39.500	CVS Health Corporation	Y	3
0001	CVS HEALTH GROUP	00000	20-0438576				Niagara Re, Inc.	NY	NIA	Prodigy Health Group, Inc.	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	52-2200070				Performax, Inc.	DE	NIA	Prodigy Health Group, Inc.	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	87-0632355				Scrip World, LLC	UT	NIA	Prodigy Health Group, Inc.	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	27-1760756				Precision Benefit Services, Inc.	DE	NIA	Prodigy Health Group, Inc.	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	31-1368946				American Health Holding, Inc.	OH	NIA	Prodigy Health Group, Inc.	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	16-1264154				Meritain Health, Inc.	NY	NIA	Prodigy Health Group, Inc.	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	86-0537707				Adminco, Inc.	AZ	NIA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	86-0527428				Administrative Enterprises, Inc.	AZ	NIA	Meritain Health, Inc.	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	16-1684061				U.S. Healthcare Holdings, LLC	OH	NIA	Meritain Health, Inc.	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	34-1670299				Prime Net, Inc.	OH	NIA	Meritain Health, Inc.	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	34-1348032				Professional Risk Management, Inc.	OH	NIA	Meritain Health, Inc.	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	68500	62-1181209				Continental Life Insurance Company of Brentwood, Tennessee	TN	IA	Aetna Inc.	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	12321	20-2901054				American Continental Insurance Company	TN	IA	Continental Life Insurance Company of Brentwood, Tennessee	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	60054	06-6033492				Aetna Life Insurance Company	CT	IA	Aetna Inc.	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	45-4901541				Aetna ACO Holdings, Inc.	DE	NIA	Aetna Life Insurance Company	Ownership	50.300	CVS Health Corporation	Y	3
0001	CVS HEALTH GROUP	00000	06-1270755				AHP Holdings, Inc.	CT	NIA	Aetna Life Insurance Company	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	36153	06-1286276				Aetna Insurance Company of Connecticut	CT	IA	AHP Holdings, Inc.	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	06-1028469				AE Fourteen, Incorporated	CT	NIA	AHP Holdings, Inc.	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	06-1373153				Aetna Life Assignment Company	CT	NIA	AHP Holdings, Inc.	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	20-3678339				PE Holdings, LLC	CT	NIA	Aetna Life Insurance Company	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	06-1423207				Aetna Resources L.L.C.	DE	NIA	Aetna Life Insurance Company	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000					Canal Place, LLC	DE	NIA	Aetna Life Insurance Company	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	20-3180700				Aetna Ventures, LLC	DE	NIA	Aetna Life Insurance Company	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	58-2160656				Coram Clinical Trials, Inc.	DE	NIA	Aetna Life Insurance Company	Ownership	25.000	CVS Health Corporation	N	18
0001	CVS HEALTH GROUP	00000	85-3918720				CVS Cabot Holdings Inc.	DE	NIA	Coram Clinical Trials, Inc.	Ownership	99.720	CVS Health Corporation	N	19
0001	CVS HEALTH GROUP	00000	85-3918567				CVS Shaw Holdings Inc.	DE	NIA	Coram Clinical Trials, Inc.	Ownership	99.720	CVS Health Corporation	N	20
0001	CVS HEALTH GROUP	00000	31-1001351				Omnicare, LLC	DE	NIA	CVS Cabot Holdings Inc	Ownership	49.860	CVS Health Corporation	N	21
0001	CVS HEALTH GROUP	00000	31-1001351				Omnicare, LLC	DE	NIA	CVS Shaw Holdings Inc	Ownership	49.860	CVS Health Corporation	N	21
0001	CVS HEALTH GROUP	00000	41-2035961				Aetna Financial Holdings, LLC	DE	NIA	Aetna Inc.	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	26-2030792				Aetna Asset Advisors, LLC	DE	NIA	Aetna Financial Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	23-2354500				U.S. Healthcare Properties, Inc.	PA	NIA	Aetna Financial Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	38-3704481				Aetna Capital Management, LLC	DE	NIA	Aetna Financial Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	11-3667142		0001314522		Aetna Partners Diversified Fund, LLC	DE	NIA	Aetna Capital Management, LLC	Ownership	100.000	CVS Health Corporation	N	1
0001	CVS HEALTH GROUP	00000	20-0446676				Aetna Workers' Comp Access, LLC	DE	NIA	Aetna Financial Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	20-0446713				Aetna Behavioral Health, LLC	DE	NIA	Aetna Financial Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	23-2670015				Managed Care Coordinators, Inc.	DE	NIA	Aetna Financial Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	59-3269144				Horizon Behavioral Services, LLC	DE	NIA	Aetna Financial Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	61-1193498				Employee Assistance Services, LLC	KY	NIA	Horizon Behavioral Services, LLC	Ownership	100.000	CVS Health Corporation	N	D

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0001	CVS HEALTH GROUP	00000	33-0052273				Health and Human Resource Center, Inc.	CA	IA	Horizon Behavioral Services, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	75-2420973				Resources for Living, LLC	TX	NIA	Horizon Behavioral Services, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	36-3681261				The Vasquez Group Inc.	IL	NIA	Horizon Behavioral Services, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	22-3178125				Work and Family Benefits, Inc.	NJ	NIA	Horizon Behavioral Services, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	27-1773021				Aetna Card Solutions, LLC	CT	NIA	Aetna Financial Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	20-5216478				PayFlex Holdings, Inc.	DE	NIA	Aetna Financial Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	91-1774434				PayFlex Systems USA, Inc.	NE	NIA	PayFlex Holdings, Inc.	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	78700	06-0876836				Aetna Health and Life Insurance Company	CT	IA	Aetna Inc.	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	72052	23-2710210				Aetna Health Insurance Company	PA	IA	Aetna Inc.	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	84450	57-0805126				Aetna Health Insurance Company of New York	NY	IA	Aetna Inc.	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	06-1571642				Aetna International LLC	CT	NIA	Aetna Life Insurance Company	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	98-0211470				Aetna Life & Casualty (Bermuda) Ltd.	BMU	IA	Aetna International LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000					Aetna Insurance (Singapore) PTE. LTD.	SGP	IA	Aetna International LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	86-1455140				Aetna International Ex Pat LLC	DE	NIA	Aetna International LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000					Aetna Global Benefits (Bermuda) Limited	BMU	NIA	Aetna International LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000					Goodhealth Worldwide (Global) Limited	BMU	NIA	Aetna Global Benefits (Bermuda) Limited	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000					Aetna Global Benefits (Europe) Limited	GBR	NIA	Aetna Global Benefits (Bermuda) Limited	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000					Goodhealth Worldwide (Asia) Limited	HKG	NIA	Aetna Global Benefits (Bermuda) Limited	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000					Aetna Global Benefits Limited	ARE	NIA	Aetna Global Benefits (Bermuda) Limited	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000					PT. Aetna Global Benefits Indonesia	IDN	NIA	Aetna Global Benefits (Bermuda) Limited	Ownership	80.000	CVS Health Corporation	N	4
0001	CVS HEALTH GROUP	00000					Aetna Global Benefits (Middle East) LLC	ARE	NIA	Aetna Global Benefits (Bermuda) Limited	Ownership	49.000	CVS Health Corporation	N	5
0001	CVS HEALTH GROUP	00000					Aetna Global Benefits (Asia Pacific) Limited	HKG	NIA	Aetna Global Benefits (Bermuda) Limited	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000					PT Aetna Management Consulting	IDN	NIA	Aetna International LLC	Ownership	77.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000					Spinnaker Topco Limited	BMU	NIA	Aetna Global Benefits (Bermuda) Limited	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000					Spinnaker Bidco Limited	GBR	NIA	Spinnaker Topco Limited	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000					Aetna Holdco (UK) Limited	GBR	NIA	Spinnaker Bidco Limited	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000					PT Aetna Management Consulting	IDN	NIA	Aetna Global Benefits (Asia Pacific) Limited	Ownership	23.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000					Aetna Global Benefits (UK) Limited	GBR	NIA	Aetna Holdco (UK) Limited	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000					Aetna Insurance Company Limited	GBR	IA	Aetna Holdco (UK) Limited	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000					Indian Health Organisation Private Limited	IND	NIA	Aetna Global Benefits (Asia Pacific) Limited	Ownership	0.020	CVS Health Corporation	N	2
0001	CVS HEALTH GROUP	00000					Aetna Health Insurance Company of Europe DAC	IRL	IA	Aetna International LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000					Aetna (Shanghai) Enterprise Services Co. Ltd.	CHN	NIA	Aetna International LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000					Aetna (Beijing) Enterprise Management Services Co., Ltd.	CHN	NIA	Aetna (Shanghai) Enterprise Services Co. Ltd.	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000					Aetna Global Benefits (Singapore) PTE. LTD.	SGP	NIA	Aetna International LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000					Indian Health Organisation Private Limited	IND	NIA	Aetna Global Benefits (Singapore) PTE. LTD.	Ownership	99.980	CVS Health Corporation	N	2
0001	CVS HEALTH GROUP	00000	22-2578985				AUSHC Holdings, Inc.	CT	NIA	Aetna Inc.	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000					Aetna Global Holdings Limited	GBR	NIA	Aetna International LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000					Aetna Insurance (Hong Kong) Limited	HKG	NIA	Aetna Global Holdings Limited	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	06-1182176				PHPSNE Parent Corporation	DE	NIA	AUSHC Holdings, Inc.	Ownership	55.000	CVS Health Corporation	N	7
0001	CVS HEALTH GROUP	00000	52-2182411				Active Health Management, Inc.	DE	NIA	Aetna Inc.	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	47-0970432				Health Data & Management Solutions, Inc.	DE	NIA	Active Health Management, Inc.	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	23-2604867				Aetna Integrated Informatics, Inc.	PA	NIA	Active Health Management, Inc.	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	13980	27-2192415				Health Re, Inc.	VT	IA	Aetna Inc.	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	81-0579372				Phoenix Data Solutions LLC	DE	NIA	Aetna Inc.	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	51-0029326				ASI Wings, LLC	DE	NIA	Aetna Inc.	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	47-4556274				Echo Merger Sub, Inc.	DE	NIA	Aetna Inc.	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	47-4547145				Aetna Corporate Services, LLC	DE	NIA	Aetna Inc.	Ownership	100.000	CVS Health Corporation	N	D

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0001	CVS HEALTH GROUP	00000	85-3918720				CVS Cabot Holdings Inc.	DE	NIA	Aetna Inc.	Ownership	0.280	CVS Health Corporation	N	19
0001	CVS HEALTH GROUP	00000	85-3918567				CVS Shaw Holdings Inc.	DE	NIA	Aetna Inc.	Ownership	0.280	CVS Health Corporation	N	20
0001	CVS HEALTH GROUP	00000	31-1001351				Omnicare, LLC	DE	NIA	Aetna Inc.	Ownership	0.280	CVS Health Corporation	N	21
0001	CVS HEALTH GROUP	81973	75-1296086				Coventry Health and Life Insurance Company	MO	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	15761	47-3279217				Aetna Better Health of Kentucky Insurance Company	KY	IA	Coventry Health and Life Insurance Company	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	52-1801446				Group Dental Service, Inc.	MD	NIA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	95846	52-2056201				Group Dental Service of Maryland, Inc.	MD	IA	Group Dental Service, Inc.	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	81-4345344				Aetna Network Services LLC	CT	NIA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	95241	42-1244752				Aetna Health of Iowa Inc.	IA	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	95925	42-1308659				Coventry Health Care of Nebraska, Inc.	NE	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	47-2049117				Aetna Risk Assurance Company of Connecticut Inc.	CT	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	95173	74-2381405				Aetna Health Inc.	LA	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	11102	23-2366731				HealthAssurance Pennsylvania, Inc.	PA	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	47-0854096				Coventry Prescription Management Services, Inc.	NV	NIA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	16148	81-3564875				Aetna Better Health of Nevada Inc.	NV	NIA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	96555	54-1576305				Coventry Health Care of Virginia, Inc.	VA	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	01-0646056				Coventry Transplant Network, Inc.	DE	NIA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	96377	43-1372307				Coventry Health Care of Missouri, Inc.	MO	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	95318	43-1702094				Aetna Better Health of Missouri LLC	MO	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	95408	55-0712129				Coventry Health Care of West Virginia, Inc.	WV	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	62-1411933				Coventry HealthCare Management Corporation	DE	NIA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	15827	47-4352768				Aetna HealthAssurance Pennsylvania, Inc.	PA	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	95489	48-0840330				Coventry Health Care of Kansas, Inc.	KS	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	16072	81-3370401				Aetna Better Health of Kansas Inc.	KS	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	12193	20-1052897				Aetna Better Health of Michigan Inc.	MI	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	95407	87-0345631				Aetna Health of Utah Inc.	UT	RE	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	20-4416606				Aetna Better Health of Tennessee Inc.	TN	NIA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	74160	37-1241037				Coventry Health Care of Illinois, Inc.	IL	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	20-8070994				Coventry Health Care National Accounts, Inc.	DE	NIA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	20-5185442				Coventry Health Care National Network, Inc.	DE	NIA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	26-1293772				Coventry Consumer Advantage, Inc.	DE	NIA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	20-1736437				First Health Group Corp.	DE	NIA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	90328	38-2242132				First Health Life & Health Insurance Company	TX	IA	First Health Group Corp.	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	52-1320522				Claims Administration Corp.	MD	NIA	First Health Group Corp.	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	20-1130063				Florida Health Plan Administrators, LLC	FL	NIA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	95114	65-0986441				Aetna Better Health of Florida Inc.	FL	IA	Florida Health Plan Administrators, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	95266	65-0453436				Coventry Health Plan of Florida, Inc.	FL	IA	Florida Health Plan Administrators, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	59-3750548				Carefree Insurance Services, Inc.	FL	NIA	Florida Health Plan Administrators, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	36-4391310				bswift LLC	DE	NIA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000					Virtual Home Healthcare L.L.C.	ARE	NIA	Aetna Global Holdings Limited	Ownership	49.000	CVS Health Corporation	N	15
0001	CVS HEALTH GROUP	00000	26-1582982				MHNet Specialty Services, LLC	MD	NIA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	37-1448790				Mental Health Network of New York IPA, Inc.	NY	NIA	MHNet Specialty Services, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	72-1106596				Mental Health Associates, Inc.	LA	NIA	MHNet Specialty Services, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	20-4276336				MHNet of Florida, Inc.	FL	IA	MHNet Specialty Services, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	16242	81-5030233				Aetna Better Health of Washington, Inc.	WA	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	81-5212760				Banner Health and Aetna Health Insurance Holding Company LLC	DE	NIA	Aetna ACO Holdings, Inc.	Ownership	51.000	CVS Health Corporation	N	9
0001	CVS HEALTH GROUP	16058	81-5281115				Banner Health and Aetna Health Insurance Company	AZ	IA	Banner Health and Aetna Health Insurance Holding Company LLC	Ownership	100.000	CVS Health Corporation	N	0

SCHEDULE Y

PART 1A - DETAIL OF INSURANCE HOLDING COMPANY SYSTEM

1 Group Code	2 Group Name	3 NAIC Company Code	4 ID Number	5 Federal RSSD	6 CIK	7 Name of Securities Exchange if Publicly Traded (U.S. or International)	8 Names of Parent, Subsidiaries Or Affiliates	9 Domiciliary Location	10 Relationship to Reporting Entity	11 Directly Controlled by (Name of Entity/Person)	12 Type of Control (Ownership, Board, Management, Attorney-in-Fact, Influence, Other)	13 If Control is Ownership Provide Percentage	14 Ultimate Controlling Entity(ies)/Person(s)	15 Is an SCA Filing Required? (Y/N)	16 *
0001	CVS HEALTH GROUP	16059	81-5290023				Banner Health and Aetna Health Plan Inc.	AZ	IA	Banner Health and Aetna Health Insurance Company	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	81-5112888				Allina Health and Aetna Health Insurance Holding Company LLC	DE	NIA	Aetna ACO Holdings, Inc.	Ownership	50.000	CVS Health Corporation	N	10
0001	CVS HEALTH GROUP	16194	82-2091197				Allina Health and Aetna Insurance Company	MN	IA	Allina Health and Aetna Health Insurance Holding Company LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	82-2171057				Sutter Health and Aetna Insurance Holding Company LLC	DE	NIA	Aetna ACO Holdings, Inc.	Ownership	50.000	CVS Health Corporation	N	11
0001	CVS HEALTH GROUP	00000	82-2560624				Sutter Health and Aetna Administrative Services LLC	DE	NIA	Sutter Health and Aetna Insurance Holding Company LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	16979	81-5290023				Sutter Health and Aetna Insurance Company	CA	IA	Sutter Health and Aetna Insurance Holding Company LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000					Aetna Holdings (Thailand) Limited	THA	NIA	Aetna Global Holdings Limited	Ownership	49.000	CVS Health Corporation	N	12
0001	CVS HEALTH GROUP	00000					Aetna Health Insurance (Thailand) Public Company Limited	THA	NIA	Aetna Global Holdings Limited	Ownership	25.000	CVS Health Corporation	N	13
0001	CVS HEALTH GROUP	00000					Aetna Health Insurance (Thailand) Public Company Limited	THA	NIA	Minor Health Entreprise Co, Ltd.	Ownership	46.000	CVS Health Corporation	N	13
0001	CVS HEALTH GROUP	00000					Aetna Health Insurance (Thailand) Public Company Limited	THA	NIA	Health Care Management Co. Ltd.	Ownership	28.000	CVS Health Corporation	N	13
0001	CVS HEALTH GROUP	00000					Health Care Management Co. Ltd.	THA	NIA	Aetna Global Holdings Limited	Ownership	49.000	CVS Health Corporation	N	16
0001	CVS HEALTH GROUP	00000					Minor Health Entreprise Co, Ltd.	THA	NIA	Aetna Global Holdings Limited	Ownership	25.000	CVS Health Corporation	N	14
0001	CVS HEALTH GROUP	00000					Minor Health Entreprise Co, Ltd.	THA	NIA	Aetna Holdings (Thailand) Limited	Ownership	75.000	CVS Health Corporation	N	14
0001	CVS HEALTH GROUP	00000					Health Care Management Co. Ltd.	THA	NIA	Aetna Holdings (Thailand) Limited	Ownership	51.000	CVS Health Corporation	N	15
0001	CVS HEALTH GROUP	00000	82-3031812				Aetna Pharmacy Management Services LLC	DE	NIA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	16558	82-3333789				Aetna Better Health of North Carolina Inc.	NC	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	14053	27-2186150				Aetna Better Health of Illinois Inc.	IL	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
												0.000			
												0.000			
												0.000			
												0.000			
												0.000			

Asterisk	Explanation
1	Aetna Life Insurance Company own substantially all of the non-managing membership interests of Aetna Partners Diversified Fund LLC.
2	Indian Health Organisation Private Limited is 0.019857% owned by Aetna Global Benefits (Asia Pacific) and 99.980143% owned by Aetna Global Benefits (Singapore) PTE. LTD.
3	Aetna ACO Holdings Inc. is owned by Aetna Life Insurance Company (302 shares); Aetna Health Inc. (PA) (198 shares); and Aetna Health Holdings, LLC (1 share).
4	PT. Aetna Global Benefits Indonesia is also 20% owned by Suhatsyah Rivai, Aetna's Nominee.
5	Aetna Global Benefits (Middle East) LLC is also 51% owned by Euro Gulf LLC, Aetna's Nominee.
6	Innovation Health Holdings LLC, Is also 50% owned by Inova Health System Foundation.
7	PHPSNE Parent Corporation is 55% owned by AUSHC Holdings, Inc. The remaining 45% is owned by thirteen different hospitals (non-affiliates) which are shareholders with varying degrees of ownership.
8	Texas Health + Aetna Health Insurance Holding Company LLC is also 50% owned by Texas Health Resources.
9	Banner Health and Aetna Health Insurance Holding Company LLC is also 49% owned by Banner Health.
10	Allina Health and Aetna Insurance Holding Company LLC is also 50% owned by Allina Health.
11	Sutter Health and Aetna Insurance Holding Company LLC is also 50% owned by Sutter Health Plan Products Organization, LLC.
12	Aetna Holdings (Thailand) Limited is also 51% owned by Mr. Paiboon Sutantivorakoon plus Aetna Global Benefits (Bermuda) Limited owns 1 share
13	Aetna Health Insurance (Thailand) Public Company Limited is also owned by Aetna Global Benefits (Bermuda) Limited (1 share), Ms. Srisa-ard Sansanapongpherchar (1 share), Mr. Jitphasong Itsaraphakde (1 share); Mrs. Suphee Wattana (1 share); and Mr. Buncha Tanphragorn (1 share)
14	Minor Health Enterprise Co, Ltd is also (1 share) owned by Aetna Global Benefits (Bermuda) Limited.
15	Virtual Home Health Care L.L.C. is also 51% owned by CBD Commercial Brokers LLC, Aetna's Nominee.
16	Health Care Management Co. Ltd. Is also (1 share) owned by Aetna Global Benefits (Bermuda) Limited.

Asterisk	Explanation
17	Aetna Services (Thailand) Limited is also (1 share) owned by Aetna Global Benefits (Bermuda) Limited and (1 share) owned by Aetna Global Holdings Limited.
18	Coram Clinical Trials, Inc. is 75% owned by CVS Pharmacy, Inc. and 25% owned by Aetna Life Insurance Company.
19	CVS Cabot Holdings Inc is owned 99.72% by Coram Clinical Trials, Inc. and 0.28% owned by Aetna Inc.
20	CVS Shaw Holdings Inc is owned 99.72% by Coram Clinical Trials, Inc. and 0.28% owned by Aetna Inc.
21	Omnicare, LLC is 0.28% owned by Aetna Inc. The Company is also owned by CVS Cabot Holdings Inc. and CVS Shaw Holdings Inc., with 49.86% each ownership.

SUPPLEMENTAL EXHIBITS AND SCHEDULES INTERROGATORIES

The following supplemental reports are required to be filed as part of your statement filing. However, in the event that your company does not transact the type of business for which the special report must be filed, your response of NO to the specific interrogatory will be accepted in lieu of filing a "NONE" report and a bar code will be printed below. If the supplement is required of your company but is not being filed for whatever reason enter SEE EXPLANATION and provide an explanation following the interrogatory questions.

	Response
1. Will the Medicare Part D Coverage Supplement be filed with the state of domicile and the NAIC with this statement?	NO

Explanation:

1. The data for this supplement is not required to be filed.

Bar Code:

1. Medicare Part D Coverage Supplement [Document Identifier 365]

OVERFLOW PAGE FOR WRITE-INS

SCHEDULE A - VERIFICATION

Real Estate

		1 Year to Date	2 Prior Year Ended December 31
1.	Book/adjusted carrying value, December 31 of prior year		
2.	Cost of acquired:		
	2.1 Actual cost at time of acquisition		
	2.2 Additional investment made after acquisition		
3.	Current year change in encumbrances		
4.	Total gain (loss) on disposals		
5.	Deduct amounts received on disposals		
6.	Total foreign exchange change in book/adjusted carrying value		
7.	Deduct current year's other than temporary impairment recognized		
8.	Deduct current year's depreciation		
9.	Book/adjusted carrying value at the end of current period (Lines 1+2+3+4-5+6-7-8)		
10.	Deduct total nonadmitted amounts		
11.	Statement value at end of current period (Line 9 minus Line 10)		

NONE

SCHEDULE B - VERIFICATION

Mortgage Loans

		1 Year to Date	2 Prior Year Ended December 31
1.	Book value/recorded investment excluding accrued interest, December 31 of prior year		
2.	Cost of acquired:		
	2.1 Actual cost at time of acquisition		
	2.2 Additional investment made after acquisition		
3.	Capitalized deferred interest and other		
4.	Accrual of discount		
5.	Unrealized valuation increase (decrease)		
6.	Total gain (loss) on disposals		
7.	Deduct amounts received on disposals		
8.	Deduct amortization of premium and mortgage interest points and commitment fees		
9.	Total foreign exchange change in book value/recorded investment excluding accrued interest		
10.	Deduct current year's other than temporary impairment recognized		
11.	Book value/recorded investment excluding accrued interest at end of current period (Lines 1+2+3+4+5+6-7-8+9-10)		
12.	Total valuation allowance		
13.	Subtotal (Line 11 plus Line 12)		
14.	Deduct total nonadmitted amounts		
15.	Statement value at end of current period (Line 13 minus Line 14)		

NONE

SCHEDULE BA - VERIFICATION

Other Long-Term Invested Assets

		1 Year to Date	2 Prior Year Ended December 31
1.	Book/adjusted carrying value, December 31 of prior year		
2.	Cost of acquired:		
	2.1 Actual cost at time of acquisition		
	2.2 Additional investment made after acquisition		
3.	Capitalized deferred interest and other		
4.	Accrual of discount		
5.	Unrealized valuation increase (decrease)		
6.	Total gain (loss) on disposals		
7.	Deduct amounts received on disposals		
8.	Deduct amortization of premium and depreciation		
9.	Total foreign exchange change in book/adjusted carrying value		
10.	Deduct current year's other than temporary impairment recognized		
11.	Book/adjusted carrying value at end of current period (Lines 1+2+3+4+5+6-7-8+9-10)		
12.	Deduct total nonadmitted amounts		
13.	Statement value at end of current period (Line 11 minus Line 12)		

NONE

SCHEDULE D - VERIFICATION

Bonds and Stocks

		1 Year to Date	2 Prior Year Ended December 31
1.	Book/adjusted carrying value of bonds and stocks, December 31 of prior year	37,907,267	35,203,914
2.	Cost of bonds and stocks acquired	4,379,613	20,847,785
3.	Accrual of discount	7,767	31,472
4.	Unrealized valuation increase (decrease)	3,682	3,887
5.	Total gain (loss) on disposals	23,621	(65,343)
6.	Deduct consideration for bonds and stocks disposed of	2,486,341	17,739,828
7.	Deduct amortization of premium	36,808	290,157
8.	Total foreign exchange change in book/adjusted carrying value	0	0
9.	Deduct current year's other than temporary impairment recognized	161,175	99,616
10.	Total investment income recognized as a result of prepayment penalties and/or acceleration fees	11,625	15,153
11.	Book/adjusted carrying value at end of current period (Lines 1+2+3+4+5-6-7+8-9+10)	39,649,251	37,907,267
12.	Deduct total nonadmitted amounts	0	0
13.	Statement value at end of current period (Line 11 minus Line 12)	39,649,251	37,907,267

SCHEDULE D - PART 1B

Showing the Acquisitions, Dispositions and Non-Trading Activity
During the Current Quarter for all Bonds and Preferred Stock by NAIC Designation

NAIC Designation	1 Book/Adjusted Carrying Value Beginning of Current Quarter	2 Acquisitions During Current Quarter	3 Dispositions During Current Quarter	4 Non-Trading Activity During Current Quarter	5 Book/Adjusted Carrying Value End of First Quarter	6 Book/Adjusted Carrying Value End of Second Quarter	7 Book/Adjusted Carrying Value End of Third Quarter	8 Book/Adjusted Carrying Value December 31 Prior Year
BONDS								
1. NAIC 1 (a)	38,754,028	114,792,003	106,905,774	(176,106)	46,464,151	0	0	38,754,028
2. NAIC 2 (a)	8,090,047	736,801	0	2,404	8,829,252	0	0	8,090,047
3. NAIC 3 (a)	7,202,160	0	732,310	(8,844)	6,461,006	0	0	7,202,160
4. NAIC 4 (a)	928,547	0	0	3,849	932,396	0	0	928,547
5. NAIC 5 (a)	0	0	0	0	0	0	0	0
6. NAIC 6 (a)	0	0	0	0	0	0	0	0
7. Total Bonds	54,974,782	115,528,804	107,638,084	(178,697)	62,686,805	0	0	54,974,782
PREFERRED STOCK								
8. NAIC 1	0	0	0	0	0	0	0	0
9. NAIC 2	0	0	0	0	0	0	0	0
10. NAIC 3	0	0	0	0	0	0	0	0
11. NAIC 4	0	0	0	0	0	0	0	0
12. NAIC 5	0	0	0	0	0	0	0	0
13. NAIC 6	0	0	0	0	0	0	0	0
14. Total Preferred Stock	0	0	0	0	0	0	0	0
15. Total Bonds and Preferred Stock	54,974,782	115,528,804	107,638,084	(178,697)	62,686,805	0	0	54,974,782

(a) Book/Adjusted Carrying Value column for the end of the current reporting period includes the following amount of short-term and cash equivalent bonds by NAIC designation:

NAIC 1 $ 23,037,553 ; NAIC 2 $ 0 ; NAIC 3 $ 0 NAIC 4 $ 0 ; NAIC 5 $ 0 ; NAIC 6 $ 0

Schedule DA - Part 1 - Short-Term Investments

NONE

Schedule DA - Verification - Short-Term Investments

NONE

Schedule DB - Part A - Verification - Options, Caps, Floors, Collars, Swaps and Forwards

NONE

Schedule DB - Part B - Verification - Futures Contracts

NONE

Schedule DB - Part C - Section 1 - Replication (Synthetic Asset) Transactions (RSATs) Open

NONE

Schedule DB-Part C-Section 2-Reconciliation of Replication (Synthetic Asset) Transactions Open

NONE

Schedule DB - Verification - Book/Adjusted Carrying Value, Fair Value and Potential Exposure of Derivatives

NONE

SCHEDULE E - PART 2 - VERIFICATION

(Cash Equivalents)

		1 Year To Date	2 Prior Year Ended December 31
1.	Book/adjusted carrying value, December 31 of prior year	17,067,759	11,314,973
2.	Cost of cash equivalents acquired	111,356,473	368,204,467
3.	Accrual of discount	7,836	96,625
4.	Unrealized valuation increase (decrease)	0	0
5.	Total gain (loss) on disposals	(1)	1
6.	Deduct consideration received on disposals	105,363,520	362,548,307
7.	Deduct amortization of premium	0	0
8.	Total foreign exchange change in book/adjusted carrying value	0	0
9.	Deduct current year's other than temporary impairment recognized	0	0
10.	Book/adjusted carrying value at end of current period (Lines 1+2+3+4+5-6-7+8-9)	23,068,547	17,067,759
11.	Deduct total nonadmitted amounts	0	0
12.	Statement value at end of current period (Line 10 minus Line 11)	23,068,547	17,067,759

Schedule A - Part 2 - Real Estate Acquired and Additions Made

NONE

Schedule A - Part 3 - Real Estate Disposed

NONE

Schedule B - Part 2 - Mortgage Loans Acquired and Additions Made

NONE

Schedule B - Part 3 - Mortgage Loans Disposed, Transferred or Repaid

NONE

Schedule BA - Part 2 - Other Long-Term Invested Assets Acquired and Additions Made

NONE

Schedule BA - Part 3 - Other Long-Term Invested Assets Disposed, Transferred or Repaid

NONE

SCHEDULE D - PART 3

Show All Long-Term Bonds and Stock Acquired During the Current Quarter

1	2	3	4	5	6	7	8	9	10
CUSIP Identification	Description	Foreign	Date Acquired	Name of Vendor	Number of Shares of Stock	Actual Cost	Par Value	Paid for Accrued Interest and Dividends	NAIC Designation, NAIC Designation Modifier and SVO Administrative Symbol
912810-SU-3	US TREASURY NOTE/BOND 1.875% 02/15/51		02/16/2021	MIZUHO SECURITIES USA		1,911,875	2,000,000	207	1.A
91282C-BL-4	US TREASURY NOTE/BOND 1.125% 02/15/31		03/04/2021	JEFFRIES		484,453	500,000	280	1.A
91282C-BP-5	US TREASURY NOTE/BOND 1.125% 02/29/28		02/26/2021	MIZUHO SECURITIES USA		1,246,484	1,250,000	38	1.A
0599999. Subtotal - Bonds - U.S. Governments						3,642,812	3,750,000	525	XXX
36321B-AD-3	GALAXY CLO LTD SERIES 17-24A CLASS D 2.691% 01/15/31		03/17/2021	MACHOVIA		487,000	500,000	2,355	2.C FE
92558R-AG-7	VIBRANT CLO LTD MIXED CLO 3.874% 01/20/34		02/18/2021	BNP PARIBAS		249,801	250,000	0	2.B Z
3899999. Subtotal - Bonds - Industrial and Miscellaneous (Unaffiliated)						736,801	750,000	2,355	XXX
8399997. Total - Bonds - Part 3						4,379,613	4,500,000	2,880	XXX
8399998. Total - Bonds - Part 5						XXX	XXX	XXX	XXX
8399999. Total - Bonds						4,379,613	4,500,000	2,880	XXX
8999997. Total - Preferred Stocks - Part 3						0	XXX	0	XXX
8999998. Total - Preferred Stocks - Part 5						XXX	XXX	XXX	XXX
8999999. Total - Preferred Stocks						0	XXX	0	XXX
9799997. Total - Common Stocks - Part 3						0	XXX	0	XXX
9799998. Total - Common Stocks - Part 5						XXX	XXX	XXX	XXX
9799999. Total - Common Stocks						0	XXX	0	XXX
9899999. Total - Preferred and Common Stocks						0	XXX	0	XXX
9999999 - Totals						4,379,613	XXX	2,880	XXX

SCHEDULE D - PART 4

Show All Long-Term Bonds and Stock Sold, Redeemed or Otherwise Disposed of During the Current Quarter

1	2	3	4	5	6	7	8	9	10	Change In Book/Adjusted Carrying Value					16	17	18	19	20	21	22
										11	12	13	14	15							
CUSIP Identification	Description	Foreign	Disposal Date	Name of Purchaser	Number of Shares of Stock	Consideration	Par Value	Actual Cost	Prior Year Book/Adjusted Carrying Value	Unrealized Valuation Increase/(Decrease)	Current Year's (Amortization)/Accretion	Current Year's Other Than Temporary Impairment Recognized	Total Change in Book/Adjusted Carrying Value (11 + 12 - 13)	Total Foreign Exchange Change in Book/Adjusted Carrying Value	Book/Adjusted Carrying Value at Disposal Date	Foreign Exchange Gain (Loss) on Disposal	Realized Gain (Loss) on Disposal	Total Gain (Loss) on Disposal	Bond Interest/Stock Dividends Received During Year	Stated Contractual Maturity Date	NAIC Designation, NAIC Designation Modifier and SVO Administrative Symbol
912810-SJ-3	US TREASURY NOTE/BOND 1.875% 02/15/51		03/05/2021	Strategas Securities, LLC		680,859	750,000	716,953	0	0	38	0	38	0	716,992	0	(36,132)	(36,132)	816	02/15/2051	1.A
0599999. Subtotal - Bonds - U.S. Governments						680,859	750,000	716,953	0	0	38	0	38	0	716,992	0	(36,132)	(36,132)	816	XXX	XXX
31405S-E6-7	FED NATL MTGE ASSN POOL NO 797657 5.000% 09/01/35		03/01/2021	Paydown		1,646	1,646	1,589	1,610	0	36	0	36	0	1,646	0	0	0	13	09/01/2035	1.A
31410Q-0W-4	FED NATL MTGE ASSN POOL NO 894269 2.082% 10/01/36		03/01/2021	Paydown		148	148	148	148	0	0	0	0	0	148	0	0	0	1	10/01/2036	1.A
3199999. Subtotal - Bonds - U.S. Special Revenues						1,794	1,794	1,737	1,758	0	36	0	36	0	1,794	0	0	0	14	XXX	XXX
00164V-AC-7	AMC NETWORKS INC SR UNSECURED 4.750% 12/15/22		02/26/2021	Call 100.0000		53,000	53,000	50,831	51,398	0	115	0	115	0	51,512	0	1,487	1,487	497	12/15/2022	3.C FE
00164V-AD-5	AMC NETWORKS INC SR UNSECURED 5.000% 04/01/24		02/26/2021	Call 102.5000		153,750	150,000	149,625	149,820	0	12	0	12	0	149,831	0	169	169	6,771	04/01/2024	3.C FE
164110-AB-7	CHENIERE ENERGY PARTNERS SR UNSECURED 5.250% 10/01/25		03/27/2021	Call 102.6250		307,875	300,000	307,125	303,675	0	(3,675)	0	(3,675)	0	300,000	0	0	0	15,575	10/01/2025	3.B FE
17275R-BD-3	CISCO SYSTEMS INC SR UNSECURED 2.200% 02/28/21		02/28/2021	Maturity		1,000,000	1,000,000	981,960	998,919	0	1,081	0	1,081	0	1,000,000	0	0	0	11,000	02/28/2021	1.E FE
29078E-AA-3	EMBARQ CORP SR UNSECURED 7.995% 06/01/36		03/17/2021	GOLDMAN SACHS & CO		289,063	250,000	230,000	230,859	0	106	0	106	0	230,966	0	58,097	58,097	5,996	06/01/2036	3.B FE
3899999. Subtotal - Bonds - Industrial and Miscellaneous (Unaffiliated)						1,803,688	1,753,000	1,719,541	1,734,671	0	(2,361)	0	(2,361)	0	1,732,309	0	59,753	59,753	39,839	XXX	XXX
8399997. Total - Bonds - Part 4						2,486,341	2,504,794	2,438,231	1,736,429	0	(2,287)	0	(2,287)	0	2,451,095	0	23,621	23,621	40,669	XXX	XXX
8399998. Total - Bonds - Part 5						XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
8399999. Total - Bonds						2,486,341	2,504,794	2,438,231	1,736,429	0	(2,287)	0	(2,287)	0	2,451,095	0	23,621	23,621	40,669	XXX	XXX
8999997. Total - Preferred Stocks - Part 4						0	XXX	0	0	0	0	0	0	0	0	0	0	0	0	XXX	XXX
8999998. Total - Preferred Stocks - Part 5						XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
8999999. Total - Preferred Stocks						0	XXX	0	0	0	0	0	0	0	0	0	0	0	0	XXX	XXX
9799997. Total - Common Stocks - Part 4						0	XXX	0	0	0	0	0	0	0	0	0	0	0	0	XXX	XXX
9799998. Total - Common Stocks - Part 5						XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
9799999. Total - Common Stocks						0	XXX	0	0	0	0	0	0	0	0	0	0	0	0	XXX	XXX
9899999. Total - Preferred and Common Stocks						0	XXX	0	0	0	0	0	0	0	0	0	0	0	0	XXX	XXX
9999999 - Totals						2,486,341	XXX	2,438,231	1,736,429	0	(2,287)	0	(2,287)	0	2,451,095	0	23,621	23,621	40,669	XXX	XXX

Schedule DB - Part A - Section 1 - Options, Caps, Floors, Collars, Swaps and Forwards Open

NONE

Schedule DB - Part B - Section 1 - Futures Contracts Open

NONE

Schedule DB - Part B - Section 1B - Brokers with whom cash deposits have been made

NONE

Schedule DB - Part D - Section 1 - Counterparty Exposure for Derivative Instruments Open

NONE

Schedule DB - Part D-Section 2 - Collateral for Derivative Instruments Open - Pledged By

NONE

Schedule DB - Part D-Section 2 - Collateral for Derivative Instruments Open - Pledged To

NONE

Schedule DB - Part E - Derivatives Hedging Variable Annuity Guarantees

NONE

Schedule DL - Part 1 - Reinvested Collateral Assets Owned

NONE

Schedule DL - Part 2 - Reinvested Collateral Assets Owned

NONE

SCHEDULE E - PART 1 - CASH

Month End Depository Balances

1	2	3	4	5	Book Balance at End of Each Month During Current Quarter			9
					6	7	8	
Depository	Code	Rate of Interest	Amount of Interest Received During Current Quarter	Amount of Interest Accrued at Current Statement Date	First Month	Second Month	Third Month	*
Citi Bank ..... New Castle, DE		0.000	0	0	18,697,024	9,782,558	996,411	XXX
PNC Bank ..... Pittsburgh, PA		0.000	0	0	1,046,132	1,046,093	10,349,975	XXX
0199998. Deposits in ... 1 depositories that do not exceed the allowable limit in any one depository (See instructions) - Open Depositories	XXX	XXX	0	0	20,885	51,008	53,547	XXX
0199999. Totals - Open Depositories	XXX	XXX	0	0	19,764,041	10,879,659	11,399,933	XXX
0299998. Deposits in ... 0 depositories that do not exceed the allowable limit in any one depository (See instructions) - Suspended Depositories	XXX	XXX	0	0	0	0	0	XXX
0299999. Totals - Suspended Depositories	XXX	XXX	0	0	0	0	0	XXX
0399999. Total Cash on Deposit	XXX	XXX	0	0	19,764,041	10,879,659	11,399,933	XXX
0499999. Cash in Company's Office	XXX	XXX	XXX	XXX	0	0	0	XXX
0599999. Total - Cash	XXX	XXX	0	0	19,764,041	10,879,659	11,399,933	XXX

SCHEDULE E - PART 2 - CASH EQUIVALENTS

Show Investments Owned End of Current Quarter

1 CUSIP	2 Description	3 Code	4 Date Acquired	5 Rate of Interest	6 Maturity Date	7 Book/Adjusted Carrying Value	8 Amount of Interest Due and Accrued	9 Amount Received During Year
0599999. Total - U.S. Government Bonds						0	0	0
1099999. Total - All Other Government Bonds						0	0	0
1799999. Total - U.S. States, Territories and Possessions Bonds						0	0	0
2499999. Total - U.S. Political Subdivisions Bonds						0	0	0
3199999. Total - U.S. Special Revenues Bonds						0	0	0
	AMCOR FLEXIBLES NA CP 4 2 144A		03/29/2021	0.190	04/30/2021	2,559,608	0	41
	AMERICAN HONDA FINANCE CP 3(a)3		03/25/2021	0.180	04/22/2021	2,169,772	0	76
	AMPHENOL CORP CP 4(2) 144A		03/30/2021	0.150	05/03/2021	1,535,795	0	13
	CONSOLIDATED EDISON CP 4(2) 144A		03/30/2021	0.130	04/27/2021	5,569,477	0	40
	FIDELITY NATL INFO SERV CP 42144A		03/19/2021	0.240	04/09/2021	501,973	0	44
	HUMANA INC CP 4(2) 144A		03/08/2021	0.200	04/14/2021	2,003,855	0	267
	HYUNDAI CAPITAL AMERICA CP 4(2) 144A		03/24/2021	0.200	04/29/2021	983,847	0	44
	MONDELEZ INTERNATIONAL CP 4(2) 144A		03/30/2021	0.120	04/09/2021	3,463,908	0	23
	NASDAQ INC CP 4(2) 144A		03/26/2021	0.150	04/26/2021	999,896	0	25
	PUBLIC SVC ENTERPRISE GP CP 4 (2) 144A		03/29/2021	0.200	05/11/2021	2,499,444	0	42
	WEC ENERGY GROUP INC CP 4(2) 144A		03/23/2021	0.180	04/07/2021	749,978	0	34
3299999. Subtotal - Bonds - Industrial and Miscellaneous (Unaffiliated) - Issuer Obligations						23,037,553	0	649
3899999. Total - Industrial and Miscellaneous (Unaffiliated) Bonds						23,037,553	0	649
4899999. Total - Hybrid Securities						0	0	0
5599999. Total - Parent, Subsidiaries and Affiliates Bonds						0	0	0
6099999. Subtotal - SVO Identified Funds						0	0	0
6599999. Subtotal - Unaffiliated Bank Loans						0	0	0
7699999. Total - Issuer Obligations						23,037,553	0	649
7799999. Total - Residential Mortgage-Backed Securities						0	0	0
7899999. Total - Commercial Mortgage-Backed Securities						0	0	0
7999999. Total - Other Loan-Backed and Structured Securities						0	0	0
8099999. Total - SVO Identified Funds						0	0	0
8199999. Total - Affiliated Bank Loans						0	0	0
8299999. Total - Unaffiliated Bank Loans						0	0	0
8399999. Total Bonds						23,037,553	0	649
60934N-50-0	FEDERATED INVESTORS INC TREASURY OBLIGATION FUND		03/31/2021	0.000		30,994	0	0
8599999. Subtotal - Exempt Money Market Mutual Funds - as Identified by the SVO						30,994	0	0
9999999 - Total Cash Equivalents						23,068,547	0	649

Exhibit 6

ANNUAL STATEMENT

OF THE

Aetna Health of Utah Inc.

TO THE

Insurance Department

OF THE

STATE OF

Utah

FOR THE YEAR ENDED
DECEMBER 31, 2020

HEALTH

2020

HEALTH ANNUAL STATEMENT

AS OF DECEMBER 31, 2020

OF THE CONDITION AND AFFAIRS OF THE

Aetna Health of Utah Inc.

NAIC Group Code 0001 (Current) 0001 (Prior) NAIC Company Code 95407 Employer's ID Number 87-0345631

Organized under the Laws of Utah State of Domicile or Port of Entry UT

Country of Domicile United States of America

Licensed as business type: Health Maintenance Organization

Is HMO Federally Qualified? Yes [ ] No [X]

Incorporated/Organized 07/01/1987 Commenced Business 03/12/1976

Statutory Home Office 10150 S. Centennial Parkway, Suite 450 (Street and Number), Sandy, UT, US 84070 (City or Town, State, Country and Zip Code)

Main Administrative Office 10150 S. Centennial Parkway, Suite 450 (Street and Number)

Sandy, UT, US 84070 (City or Town, State, Country and Zip Code) 801-933-3500 (Area Code) (Telephone Number)

Mail Address 10150 S. Centennial Parkway, Suite 450 (Street and Number or P.O. Box), Sandy, UT, US 84070 (City or Town, State, Country and Zip Code)

Primary Location of Books and Records 10150 S. Centennial Parkway, Suite 450 (Street and Number)

Sandy, UT, US 84070 (City or Town, State, Country and Zip Code) 801-933-3751 (Area Code) (Telephone Number)

Internet Website Address www.aetna.com

Statutory Statement Contact Kim E. Roth (Name) 215-775-6508 (Area Code) (Telephone Number)

StatutoryReporting@aetna.com (E-mail Address) 860-262-7767 (FAX Number)

OFFICERS

Vice President and Secretary Edward Chung-I Lee Corporate Controller Robert Joseph Parslow

OTHER

Kevin James Casey, Senior Investment Officer
Peter Keller, Assistant Controller
Whitney Dorothy Lavoie, Assistant Controller #
Frank Ferris Chronister III, Assistant Controller
Bryan James Lane, Assistant Controller
Catherine Noelle Gaffin, Chief Executive Officer and President #
Matthew William McGuinness, Chief Financial Officer #
Tracy Louise Smith, Vice President and Treasurer

DIRECTORS OR TRUSTEES

Brett Ronald Clay
Jamie Lyn Gough
Catherine Noelle Gaffin #
Matthew William McGuinness #

The officers of this reporting entity being duly sworn, each depose and say that they are the described officers of said reporting entity, and that on the reporting period stated above, all of the herein described assets were the absolute property of the said reporting entity, free and clear from any liens or claims thereon, except as herein stated, and that this statement, together with related exhibits, schedules and explanations therein contained, annexed or referred to, is a full and true statement of all the assets and liabilities and of the condition and affairs of the said reporting entity as of the reporting period stated above, and of its income and deductions therefrom for the period ended, and have been completed in accordance with the NAIC Annual Statement Instructions and Accounting Practices and Procedures manual except to the extent that: (1) state law may differ; or, (2) that state rules or regulations require differences in reporting not related to accounting practices and procedures, according to the best of their information, knowledge and belief, respectively. Furthermore, the scope of this attestation by the described officers also includes the related corresponding electronic filing with the NAIC, when required, that is an exact copy (except for formatting differences due to electronic filing) of the enclosed statement. The electronic filing may be requested by various regulators in lieu of or in addition to the enclosed statement.

Edward Chung-I Lee
Vice President and Secretary

Robert Joseph Parslow
Corporate Controller

State of..... Connecticut
County of..... Hartford

Subscribed and sworn to before me this
9th day of February, 2021

Cynthia Montano
NOTARY PUBLIC (Seal)

State of..... Connecticut
County of..... Hartford

Subscribed and sworn to before me this
19 day of February, 2021

NOTARY PUBLIC (Seal)

CYNTHIA MONTANO
Notary Public, State of Connecticut
My Commission Expires March 31, 2021

VICTORIA WOLLSCHLAGER
Notary Public, State of Connecticut
My Commission Expires Sept. 30, 2022

a. Is this an original filing? ..... Yes [X] No [ ]
b. If no,
1. State the amendment number.....
2. Date filed .....
3. Number of pages attached.....

ASSETS

		Current Year			Prior Year
		1 Assets	2 Nonadmitted Assets	3 Net Admitted Assets (Cols. 1 - 2)	4 Net Admitted Assets
1.	Bonds (Schedule D)	37,907,267	0	37,907,267	35,203,914
2.	Stocks (Schedule D):				
	2.1 Preferred stocks	0	0	0	0
	2.2 Common stocks	0	0	0	0
3.	Mortgage loans on real estate (Schedule B):				
	3.1 First liens	0	0	0	0
	3.2 Other than first liens	0	0	0	0
4.	Real estate (Schedule A):				
	4.1 Properties occupied by the company (less $ 0 encumbrances)	0	0	0	0
	4.2 Properties held for the production of income (less $ 0 encumbrances)	0	0	0	0
	4.3 Properties held for sale (less $ 0 encumbrances)	0	0	0	0
5.	Cash ($ 18,691,668 , Schedule E - Part 1), cash equivalents ($ 17,067,758 , Schedule E - Part 2) and short-term investments ($ 0 , Schedule DA)	35,759,426	0	35,759,426	32,886,450
6.	Contract loans, (including $ 0 premium notes)	0	0	0	0
7.	Derivatives (Schedule DB)	0	0	0	0
8.	Other invested assets (Schedule BA)	0	0	0	0
9.	Receivables for securities	0	0	0	0
10.	Securities lending reinvested collateral assets (Schedule DL)	0	0	0	0
11.	Aggregate write-ins for invested assets	0	0	0	0
12.	Subtotals, cash and invested assets (Lines 1 to 11)	73,666,693	0	73,666,693	68,090,364
13.	Title plants less $ 0 charged off (for Title insurers only)	0	0	0	0
14.	Investment income due and accrued	378,583	0	378,583	390,173
15.	Premiums and considerations:				
	15.1 Uncollected premiums and agents' balances in the course of collection	5,427,933	636,606	4,791,327	12,653,524
	15.2 Deferred premiums and agents' balances and installments booked but deferred and not yet due (including $ 0 earned but unbilled premiums)	0	0	0	0
	15.3 Accrued retrospective premiums ($ 24,811) and contracts subject to redetermination ($ 1,716,675)	1,741,486	0	1,741,486	235,641
16.	Reinsurance:				
	16.1 Amounts recoverable from reinsurers	0	0	0	0
	16.2 Funds held by or deposited with reinsured companies	0	0	0	0
	16.3 Other amounts receivable under reinsurance contracts	0	0	0	0
17.	Amounts receivable relating to uninsured plans	1,853,714	0	1,853,714	1,519,779
18.1	Current federal and foreign income tax recoverable and interest thereon	152,938	0	152,938	0
18.2	Net deferred tax asset	514,505	122,399	392,106	289,999
19.	Guaranty funds receivable or on deposit	7,016	0	7,016	6,259
20.	Electronic data processing equipment and software	0	0	0	0
21.	Furniture and equipment, including health care delivery assets ($ 0)	0	0	0	0
22.	Net adjustment in assets and liabilities due to foreign exchange rates	0	0	0	0
23.	Receivables from parent, subsidiaries and affiliates	0	0	0	227,352
24.	Health care ($ 1,623,662) and other amounts receivable	1,623,662	0	1,623,662	1,198,903
25.	Aggregate write-ins for other than invested assets	1,704	0	1,704	30,269
26.	Total assets excluding Separate Accounts, Segregated Accounts and Protected Cell Accounts (Lines 12 to 25)	85,368,234	759,005	84,609,229	84,642,263
27.	From Separate Accounts, Segregated Accounts and Protected Cell Accounts	0	0	0	0
28.	Total (Lines 26 and 27)	85,368,234	759,005	84,609,229	84,642,263
	DETAILS OF WRITE-INS				
1101.					
1102.					
1103.					
1198.	Summary of remaining write-ins for Line 11 from overflow page	0	0	0	0
1199.	Totals (Lines 1101 thru 1103 plus 1198)(Line 11 above)	0	0	0	0
2501.	Recoverable state premium taxes	1,704	0	1,704	30,269
2502.					
2503.					
2598.	Summary of remaining write-ins for Line 25 from overflow page	0	0	0	0
2599.	Totals (Lines 2501 thru 2503 plus 2598)(Line 25 above)	1,704	0	1,704	30,269

LIABILITIES, CAPITAL AND SURPLUS

	Current Year			Prior Year
	1 Covered	2 Uncovered	3 Total	4 Total
1. Claims unpaid (less $ 23,678 reinsurance ceded)	19,785,106	1,727,459	21,512,565	19,755,652
2. Accrued medical incentive pool and bonus amounts	2,804,275	0	2,804,275	4,609,963
3. Unpaid claims adjustment expenses	276,528	0	276,528	369,811
4. Aggregate health policy reserves, including the liability of $ 4,541,196 for medical loss ratio rebate per the Public Health Service Act	8,956,535	0	8,956,535	4,667,673
5. Aggregate life policy reserves	0	0	0	0
6. Property/casualty unearned premium reserves	0	0	0	0
7. Aggregate health claim reserves	105,987	0	105,987	122,717
8. Premiums received in advance	46,786	0	46,786	48,790
9. General expenses due or accrued	4,383,818	0	4,383,818	4,516,740
10.1 Current federal and foreign income tax payable and interest thereon (including $ 0 on realized capital gains (losses))	0	0	0	60,202
10.2 Net deferred tax liability	0	0	0	0
11. Ceded reinsurance premiums payable	0	0	0	0
12. Amounts withheld or retained for the account of others	38,385	0	38,385	46,622
13. Remittances and items not allocated	149,510	0	149,510	0
14. Borrowed money (including $ 0 current) and interest thereon $ 0 (including $ 0 current)	0	0	0	0
15. Amounts due to parent, subsidiaries and affiliates	1,633,956	0	1,633,956	7,646,108
16. Derivatives	0	0	0	0
17. Payable for securities	500,000	0	500,000	0
18. Payable for securities lending	0	0	0	0
19. Funds held under reinsurance treaties (with $ 0 authorized reinsurers, $ 30,453 unauthorized reinsurers and $ 0 certified reinsurers)	30,453	0	30,453	0
20. Reinsurance in unauthorized and certified ($ 0) companies	0	0	0	0
21. Net adjustments in assets and liabilities due to foreign exchange rates	0	0	0	0
22. Liability for amounts held under uninsured plans	609,561	0	609,561	608,325
23. Aggregate write-ins for other liabilities (including $ 0 current)	126,217	0	126,217	168,431
24. Total liabilities (Lines 1 to 23)	39,447,117	1,727,459	41,174,576	42,621,034
25. Aggregate write-ins for special surplus funds	XXX	XXX	0	3,530,200
26. Common capital stock	XXX	XXX	3,509,000	3,509,000
27. Preferred capital stock	XXX	XXX	0	0
28. Gross paid in and contributed surplus	XXX	XXX	29,572,042	29,572,042
29. Surplus notes	XXX	XXX	0	0
30. Aggregate write-ins for other than special surplus funds	XXX	XXX	0	0
31. Unassigned funds (surplus)	XXX	XXX	10,353,611	5,409,987
32. Less treasury stock, at cost: 32.1 0 shares common (value included in Line 26 $ 0)	XXX	XXX	0	0
32.2 0 shares preferred (value included in Line 27 $ 0)	XXX	XXX	0	0
33. Total capital and surplus (Lines 25 to 31 minus Line 32)	XXX	XXX	43,434,653	42,021,229
34. Total liabilities, capital and surplus (Lines 24 and 33)	XXX	XXX	84,609,229	84,642,263
DETAILS OF WRITE-INS				
2301. Abandoned property liability	126,217	0	126,217	168,431
2302.				
2303.				
2398. Summary of remaining write-ins for Line 23 from overflow page	0	0	0	0
2399. Totals (Lines 2301 thru 2303 plus 2398)(Line 23 above)	126,217	0	126,217	168,431
2501. Estimated health insurance fee accrual	XXX	XXX	0	3,530,200
2502.	XXX	XXX		
2503.	XXX	XXX		
2598. Summary of remaining write-ins for Line 25 from overflow page	XXX	XXX	0	0
2599. Totals (Lines 2501 thru 2503 plus 2598)(Line 25 above)	XXX	XXX	0	3,530,200
3001.	XXX	XXX		
3002.	XXX	XXX		
3003.	XXX	XXX		
3098. Summary of remaining write-ins for Line 30 from overflow page	XXX	XXX	0	0
3099. Totals (Lines 3001 thru 3003 plus 3098)(Line 30 above)	XXX	XXX	0	0

STATEMENT OF REVENUE AND EXPENSES

		Current Year		Prior Year
		1 Uncovered	2 Total	3 Total
1.	Member Months	XXX	261,540	299,127
2.	Net premium income (including $ 0 non-health premium income)	XXX	161,856,051	175,267,268
3.	Change in unearned premium reserves and reserve for rate credits	XXX	(4,539,577)	3,660,022
4.	Fee-for-service (net of $ 0 medical expenses)	XXX	0	0
5.	Risk revenue	XXX	0	0
6.	Aggregate write-ins for other health care related revenues	XXX	0	(10,525)
7.	Aggregate write-ins for other non-health revenues	XXX	0	0
8.	Total revenues (Lines 2 to 7)	XXX	157,316,474	178,916,765
	Hospital and Medical:			
9.	Hospital/medical benefits	6,515,395	81,138,168	93,936,583
10.	Other professional services	568,353	7,077,865	1,510,298
11.	Outside referrals	259,759	3,234,863	7,854,453
12.	Emergency room and out-of-area	600,800	7,481,945	9,648,400
13.	Prescription drugs	0	30,251,892	35,230,325
14.	Aggregate write-ins for other hospital and medical	0	0	0
15.	Incentive pool, withhold adjustments and bonus amounts	0	1,467,651	3,247,823
16.	Subtotal (Lines 9 to 15)	7,944,307	130,652,384	151,427,882
	Less:			
17.	Net reinsurance recoveries	0	241,342	152,235
18.	Total hospital and medical (Lines 16 minus 17)	7,944,307	130,411,042	151,275,647
19.	Non-health claims (net)	0	0	0
20.	Claims adjustment expenses, including $ 1,959,219 cost containment expenses	0	2,749,260	3,803,946
21.	General administrative expenses	0	17,946,801	17,911,250
22.	Increase in reserves for life and accident and health contracts (including $ 0 increase in reserves for life only)	0	(80,945)	80,945
23.	Total underwriting deductions (Lines 18 through 22)	7,944,307	151,026,158	173,071,788
24.	Net underwriting gain or (loss) (Lines 8 minus 23)	XXX	6,290,316	5,844,977
25.	Net investment income earned (Exhibit of Net Investment Income, Line 17)	0	1,242,110	1,819,331
26.	Net realized capital gains (losses) less capital gains tax of $ (20,731)	0	(144,226)	722,696
27.	Net investment gains (losses) (Lines 25 plus 26)	0	1,097,884	2,542,027
28.	Net gain or (loss) from agents' or premium balances charged off [(amount recovered $ 0) (amount charged off $ 0)]	0	0	0
29.	Aggregate write-ins for other income or expenses	0	0	450
30.	Net income or (loss) after capital gains tax and before all other federal income taxes (Lines 24 plus 27 plus 28 plus 29)	XXX	7,388,200	8,387,454
31.	Federal and foreign income taxes incurred	XXX	2,161,738	1,408,356
32.	Net income (loss) (Lines 30 minus 31)	XXX	5,226,462	6,979,098
	DETAILS OF WRITE-INS			
0601.	Miscellaneous income/(expense)	XXX	0	(10,525)
0602.		XXX		
0603		XXX		
0698.	Summary of remaining write-ins for Line 6 from overflow page	XXX	0	0
0699.	Totals (Lines 0601 thru 0603 plus 0698)(Line 6 above)	XXX	0	(10,525)
0701.		XXX		
0702.		XXX		
0703		XXX		
0798.	Summary of remaining write-ins for Line 7 from overflow page	XXX	0	0
0799.	Totals (Lines 0701 thru 0703 plus 0798)(Line 7 above)	XXX	0	0
1401.				
1402.				
1403.				
1498.	Summary of remaining write-ins for Line 14 from overflow page	0	0	0
1499.	Totals (Lines 1401 thru 1403 plus 1498)(Line 14 above)	0	0	0
2901.	Regulatory Fines	0	0	450
2902.				
2903				
2998.	Summary of remaining write-ins for Line 29 from overflow page	0	0	0
2999.	Totals (Lines 2901 thru 2903 plus 2998)(Line 29 above)	0	0	450

STATEMENT OF REVENUE AND EXPENSES (Continued)

		1 Current Year	2 Prior Year
	CAPITAL AND SURPLUS ACCOUNT		
33.	Capital and surplus prior reporting year	42,021,229	38,142,470
34.	Net income or (loss) from Line 32	5,226,462	6,979,098
35.	Change in valuation basis of aggregate policy and claim reserves	0	0
36.	Change in net unrealized capital gains (losses) less capital gains tax of $ 816	3,071	447,752
37.	Change in net unrealized foreign exchange capital gain or (loss)	0	0
38.	Change in net deferred income tax	(30,241)	291,064
39.	Change in nonadmitted assets	414,132	(339,155)
40	Change in unauthorized and certified reinsurance	0	0
41.	Change in treasury stock	0	0
42.	Change in surplus notes	0	0
43.	Cumulative effect of changes in accounting principles	0	0
44.	Capital Changes:		
	44.1 Paid in	0	0
	44.2 Transferred from surplus (Stock Dividend)	0	0
	44.3 Transferred to surplus	0	0
45.	Surplus adjustments:		
	45.1 Paid in	0	0
	45.2 Transferred to capital (Stock Dividend)	0	0
	45.3 Transferred from capital	0	0
46.	Dividends to stockholders	(4,200,000)	(3,500,000)
47.	Aggregate write-ins for gains or (losses) in surplus	0	0
48.	Net change in capital and surplus (Lines 34 to 47)	1,413,424	3,878,759
49.	Capital and surplus end of reporting period (Line 33 plus 48)	43,434,653	42,021,229
	DETAILS OF WRITE-INS		
4701.			
4702.			
4703.			
4798.	Summary of remaining write-ins for Line 47 from overflow page	0	0
4799.	Totals (Lines 4701 thru 4703 plus 4798)(Line 47 above)	0	0

CASH FLOW

		1 Current Year	2 Prior Year
	Cash from Operations		
1.	Premiums collected net of reinsurance	168,316,877	173,990,763
2.	Net investment income	1,512,385	2,077,344
3.	Miscellaneous income	0	(10,525)
4.	Total (Lines 1 through 3)	169,829,262	176,057,582
5.	Benefit and loss related payments	130,896,586	152,809,121
6.	Net transfers to Separate Accounts, Segregated Accounts and Protected Cell Accounts	0	0
7.	Commissions, expenses paid and aggregate write-ins for deductions	21,227,157	22,640,066
8.	Dividends paid to policyholders	0	0
9.	Federal and foreign income taxes paid (recovered) net of $ 0 tax on capital gains (losses)	2,354,147	1,996,089
10.	Total (Lines 5 through 9)	154,477,890	177,445,276
11.	Net cash from operations (Line 4 minus Line 10)	15,351,372	(1,387,694)
	Cash from Investments		
12.	Proceeds from investments sold, matured or repaid:		
	12.1 Bonds	12,579,675	33,794,869
	12.2 Stocks	0	0
	12.3 Mortgage loans	0	0
	12.4 Real estate	0	0
	12.5 Other invested assets	0	0
	12.6 Net gains or (losses) on cash, cash equivalents and short-term investments	1	27
	12.7 Miscellaneous proceeds	500,000	136
	12.8 Total investment proceeds (Lines 12.1 to 12.7)	13,079,676	33,795,032
13.	Cost of investments acquired (long-term only):		
	13.1 Bonds	15,702,785	27,850,689
	13.2 Stocks	0	0
	13.3 Mortgage loans	0	0
	13.4 Real estate	0	0
	13.5 Other invested assets	0	0
	13.6 Miscellaneous applications	0	0
	13.7 Total investments acquired (Lines 13.1 to 13.6)	15,702,785	27,850,689
14.	Net increase (decrease) in contract loans and premium notes	0	0
15.	Net cash from investments (Line 12.8 minus Line 13.7 minus Line 14)	(2,623,109)	5,944,343
	Cash from Financing and Miscellaneous Sources		
16.	Cash provided (applied):		
	16.1 Surplus notes, capital notes	0	0
	16.2 Capital and paid in surplus, less treasury stock	0	0
	16.3 Borrowed funds	0	0
	16.4 Net deposits on deposit-type contracts and other insurance liabilities	0	0
	16.5 Dividends to stockholders	4,200,000	3,500,000
	16.6 Other cash provided (applied)	(5,655,287)	10,770,263
17.	Net cash from financing and miscellaneous sources (Lines 16.1 to 16.4 minus Line 16.5 plus Line 16.6)	(9,855,287)	7,270,263
	RECONCILIATION OF CASH, CASH EQUIVALENTS AND SHORT-TERM INVESTMENTS		
18.	Net change in cash, cash equivalents and short-term investments (Line 11, plus Lines 15 and 17)	2,872,976	11,826,912
19.	Cash, cash equivalents and short-term investments:		
	19.1 Beginning of year	32,886,450	21,059,538
	19.2 End of year (Line 18 plus Line 19.1)	35,759,426	32,886,450

Note: Supplemental disclosures of cash flow information for non-cash transactions:

20.0001. Non-cash investment exchanges	5,145,000	5,131,921

ANALYSIS OF OPERATIONS BY LINES OF BUSINESS

		1 Total	2 Comprehensive (Hospital & Medical)	3 Medicare Supplement	4 Dental Only	5 Vision Only	6 Federal Employees Health Benefits Plan	7 Title XVIII Medicare	8 Title XIX Medicaid	9 Other Health	10 Other Non-Health
1.	Net premium income	161,856,051	20,727,283	0	0	0	66,950,265	74,178,503	0	0	0
2.	Change in unearned premium reserves and reserve for rate credit	(4,539,577)	1,619	0	0	0	0	(4,541,196)	0	0	0
3.	Fee-for-service (net of $ 0 medical expenses)	0	0	0	0	0	0	0	0	0	XXX
4.	Risk revenue	0	0	0	0	0	0	0	0	0	XXX
5.	Aggregate write-ins for other health care related revenues	0	0	0	0	0	0	0	0	0	XXX
6.	Aggregate write-ins for other non-health care related revenues	0	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	0
7.	Total revenues (Lines 1 to 6)	157,316,474	20,728,902	0	0	0	66,950,265	69,637,307	0	0	0
8.	Hospital/medical benefits	81,138,168	5,314,582	0	0	0	34,398,764	41,424,822	0	0	XXX
9.	Other professional services	7,077,865	680,924	0	0	0	2,896,880	3,500,061	0	0	XXX
10.	Outside referrals	3,234,863	99,145	0	0	0	455,512	2,680,206	0	0	XXX
11.	Emergency room and out-of-area	7,481,945	1,052,526	0	0	0	3,908,333	2,521,086	0	0	XXX
12.	Prescription drugs	30,251,892	3,945,364	0	0	0	19,234,934	7,071,594	0	0	XXX
13.	Aggregate write-ins for other hospital and medical	0	0	0	0	0	0	0	0	0	XXX
14.	Incentive pool, withhold adjustments and bonus amounts	1,467,651	1,137,100	0	0	0	21,392	309,159	0	0	XXX
15.	Subtotal (Lines 8 to 14)	130,652,384	12,229,641	0	0	0	60,915,815	57,506,928	0	0	XXX
16.	Net reinsurance recoveries	241,342	0	0	0	0	0	241,342	0	0	XXX
17.	Total medical and hospital (Lines 15 minus 16)	130,411,042	12,229,641	0	0	0	60,915,815	57,265,586	0	0	XXX
18.	Non-health claims (net)	0	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	0
19.	Claims adjustment expenses including $ 1,959,219 cost containment expenses	2,749,260	306,162	0	0	0	988,920	1,454,178	0	0	0
20.	General administrative expenses	17,946,801	2,211,153	0	0	0	7,399,007	8,336,641	0	0	0
21.	Increase in reserves for accident and health contracts	(80,945)	(80,945)	0	0	0	0	0	0	0	XXX
22.	Increase in reserves for life contracts	0	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	0
23.	Total underwriting deductions (Lines 17 to 22)	151,026,158	14,666,011	0	0	0	69,303,742	67,056,405	0	0	0
24.	Total underwriting gain or (loss) (Line 7 minus Line 23)	6,290,316	6,062,891	0	0	0	(2,353,477)	2,580,902	0	0	0
	DETAILS OF WRITE-INS										XXX
0501.											XXX
0502.											XXX
0503.											XXX
0598.	Summary of remaining write-ins for Line 5 from overflow page	0	0	0	0	0	0	0	0	0	XXX
0599.	Totals (Lines 0501 thru 0503 plus 0598) (Line 5 above)	0	0	0	0	0	0	0	0	0	XXX
0601.			XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	
0602.			XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	
0603.			XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	
0698.	Summary of remaining write-ins for Line 6 from overflow page	0	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	0
0699.	Totals (Lines 0601 thru 0603 plus 0698) (Line 6 above)	0	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	0
1301.											XXX
1302.											XXX
1303.											XXX
1398.	Summary of remaining write-ins for Line 13 from overflow page	0	0	0	0	0	0	0	0	0	XXX
1399.	Totals (Lines 1301 thru 1303 plus 1398) (Line 13 above)	0	0	0	0	0	0	0	0	0	XXX

UNDERWRITING AND INVESTMENT EXHIBIT

PART 1 - PREMIUMS

Line of Business	1 Direct Business	2 Reinsurance Assumed	3 Reinsurance Ceded	4 Net Premium Income (Cols. 1 + 2 - 3)
1. Comprehensive (hospital and medical)	20,727,283	0	0	20,727,283
2. Medicare Supplement	0	0	0	0
3. Dental only	0	0	0	0
4. Vision only	0	0	0	0
5. Federal Employees Health Benefits Plan	66,950,265	0	0	66,950,265
6. Title XVIII - Medicare	74,423,682	0	245,179	74,178,503
7. Title XIX - Medicaid	0	0	0	0
8. Other health	0	0	0	0
9. Health subtotal (Lines 1 through 8)	162,101,230	0	245,179	161,856,051
10. Life	0	0	0	0
11. Property/casualty	0	0	0	0
12. Totals (Lines 9 to 11)	162,101,230	0	245,179	161,856,051

UNDERWRITING AND INVESTMENT EXHIBIT

PART 2 - CLAIMS INCURRED DURING THE YEAR

	1 Total	2 Comprehensive (Hospital & Medical)	3 Medicare Supplement	4 Dental Only	5 Vision Only	6 Federal Employees Health Benefits Plan	7 Title XVIII Medicare	8 Title XIX Medicaid	9 Other Health	10 Other Non-Health
1. Payments during the year:										
1.1 Direct	127,840,911	10,997,839	0	0	0	61,229,457	55,613,615	0	0	0
1.2 Reinsurance assumed	0	0	0	0	0	0	0	0	0	0
1.3 Reinsurance ceded	217,664	0	0	0	0	0	217,664	0	0	0
1.4 Net	127,623,247	10,997,839	0	0	0	61,229,457	55,395,951	0	0	0
2. Paid medical incentive pools and bonuses	3,273,339	3,037,577	0	0	0	21,938	213,824	0	0	0
3. Claim liability December 31, current year from Part 2A:										
3.1 Direct	21,536,243	2,050,829	0	0	0	10,507,418	8,977,996	0	0	0
3.2 Reinsurance assumed	0	0	0	0	0	0	0	0	0	0
3.3 Reinsurance ceded	23,678	0	0	0	0	0	23,678	0	0	0
3.4 Net	21,512,565	2,050,829	0	0	0	10,507,418	8,954,318	0	0	0
4. Claim reserve December 31, current year from Part 2D:										
4.1 Direct	105,987	17,620	0	0	0	88,367	0	0	0	0
4.2 Reinsurance assumed	0	0	0	0	0	0	0	0	0	0
4.3 Reinsurance ceded	0	0	0	0	0	0	0	0	0	0
4.4 Net	105,987	17,620	0	0	0	88,367	0	0	0	0
5. Accrued medical incentive pools and bonuses, current year	2,804,275	2,582,882	0	0	0	8,248	213,145	0	0	0
6. Net healthcare receivables (a)	420,039	(67,867)	0	0	0	436,341	51,565	0	0	0
7. Amounts recoverable from reinsurers December 31, current year	0	0	0	0	0	0	0	0	0	0
8. Claim liability December 31, prior year from Part 2A:										
8.1 Direct	19,755,652	2,021,168	0	0	0	10,392,206	7,342,278	0	0	0
8.2 Reinsurance assumed	0	0	0	0	0	0	0	0	0	0
8.3 Reinsurance ceded	0	0	0	0	0	0	0	0	0	0
8.4 Net	19,755,652	2,021,168	0	0	0	10,392,206	7,342,278	0	0	0
9. Claim reserve December 31, prior year from Part 2D:										
9.1 Direct	122,717	20,446	0	0	0	102,271	0	0	0	0
9.2 Reinsurance assumed	0	0	0	0	0	0	0	0	0	0
9.3 Reinsurance ceded	0	0	0	0	0	0	0	0	0	0
9.4 Net	122,717	20,446	0	0	0	102,271	0	0	0	0
10. Accrued medical incentive pools and bonuses, prior year	4,609,963	4,483,359	0	0	0	8,794	117,810	0	0	0
11. Amounts recoverable from reinsurers December 31, prior year	0	0	0	0	0	0	0	0	0	0
12. Incurred Benefits:										
12.1 Direct	129,184,733	11,092,541	0	0	0	60,894,424	57,197,768	0	0	0
12.2 Reinsurance assumed	0	0	0	0	0	0	0	0	0	0
12.3 Reinsurance ceded	241,342	0	0	0	0	0	241,342	0	0	0
12.4 Net	128,943,391	11,092,541	0	0	0	60,894,424	56,956,426	0	0	0
13. Incurred medical incentive pools and bonuses	1,467,651	1,137,100	0	0	0	21,392	309,159	0	0	0

(a) Excludes $ 0 loans or advances to providers not yet expensed.

UNDERWRITING AND INVESTMENT EXHIBIT

PART 2A - CLAIMS LIABILITY END OF CURRENT YEAR

	1 Total	2 Comprehensive (Hospital & Medical)	3 Medicare Supplement	4 Dental Only	5 Vision Only	6 Federal Employees Health Benefits Plan	7 Title XVIII Medicare	8 Title XIX Medicaid	9 Other Health	10 Other Non-Health
1. Reported in Process of Adjustment:										
1.1 Direct	4,859,449	543,018	0	0	0	2,517,897	1,798,534	0	0	0
1.2 Reinsurance assumed	0	0	0	0	0	0	0	0	0	0
1.3 Reinsurance ceded	0	0	0	0	0	0	0	0	0	0
1.4 Net	4,859,449	543,018	0	0	0	2,517,897	1,798,534	0	0	0
2. Incurred but Unreported:										
2.1 Direct	16,676,794	1,507,811	0	0	0	7,989,521	7,179,462	0	0	0
2.2 Reinsurance assumed	0	0	0	0	0	0	0	0	0	0
2.3 Reinsurance ceded	23,678	0	0	0	0	0	23,678	0	0	0
2.4 Net	16,653,116	1,507,811	0	0	0	7,989,521	7,155,784	0	0	0
3. Amounts Withheld from Paid Claims and Capitations:										
3.1 Direct	0	0	0	0	0	0	0	0	0	0
3.2 Reinsurance assumed	0	0	0	0	0	0	0	0	0	0
3.3 Reinsurance ceded	0	0	0	0	0	0	0	0	0	0
3.4 Net	0	0	0	0	0	0	0	0	0	0
4. TOTALS:										
4.1 Direct	21,536,243	2,050,829	0	0	0	10,507,418	8,977,996	0	0	0
4.2 Reinsurance assumed	0	0	0	0	0	0	0	0	0	0
4.3 Reinsurance ceded	23,678	0	0	0	0	0	23,678	0	0	0
4.4 Net	21,512,565	2,050,829	0	0	0	10,507,418	8,954,318	0	0	0

UNDERWRITING AND INVESTMENT EXHIBIT

PART 2B - ANALYSIS OF CLAIMS UNPAID - PRIOR YEAR - NET OF REINSURANCE

Line of Business	Claims Paid During the Year		Claim Reserve and Claim Liability December 31 of Current Year		5	6
	1 On Claims Incurred Prior to January 1 of Current Year	2 On Claims Incurred During the Year	3 On Claims Unpaid December 31 of Prior Year	4 On Claims Incurred During the Year	Claims Incurred In Prior Years (Columns 1 + 3)	Estimated Claim Reserve and Claim Liability December 31 of Prior Year
1. Comprehensive (hospital and medical)	1,402,406	9,595,433	49,557	2,018,892	1,451,963	2,041,614
2. Medicare Supplement	0	0	0	0	0	0
3. Dental Only	0	0	0	0	0	0
4. Vision Only	0	0	0	0	0	0
5. Federal Employees Health Benefits Plan	8,373,276	52,856,181	711,791	9,883,994	9,085,067	10,494,477
6. Title XVIII - Medicare	5,947,748	49,448,203	136,185	8,818,133	6,083,933	7,342,278
7 Title XIX - Medicaid	0	0	0	0	0	0
8. Other health	0	0	0	0	0	0
9. Health subtotal (Lines 1 to 8)	15,723,430	111,899,817	897,533	20,721,019	16,620,963	19,878,369
10. Healthcare receivables (a)	0	1,623,662	0	0	0	1,203,623
11. Other non-health	0	0	0	0	0	0
12. Medical incentive pools and bonus amounts	2,274,030	999,309	1,444,914	1,359,361	3,718,944	4,609,963
13. Totals (Lines 9 - 10 + 11 + 12)	17,997,460	111,275,464	2,342,447	22,080,380	20,339,907	23,284,709

(a) Excludes $ 0 loans or advances to providers not yet expensed.

UNDERWRITING AND INVESTMENT EXHIBIT

PART 2C - DEVELOPMENT OF PAID AND INCURRED HEALTH CLAIMS

($000 Omitted)

Section A - Paid Health Claims - Comprehensive (Hospital & Medical)

Year in Which Losses Were Incurred	Cumulative Net Amounts Paid				
	1 2016	2 2017	3 2018	4 2019	5 2020
1. Prior	18,471	18,471	18,471	18,471	18,471
2. 2016	97,490	106,195	106,195	106,195	106,195
3. 2017	XXX	57,178	64,080	64,080	64,080
4. 2018	XXX	XXX	39,231	43,660	43,660
5. 2019	XXX	XXX	XXX	16,044	19,715
6. 2020	XXX	XXX	XXX	XXX	10,229

Section B - Incurred Health Claims - Comprehensive (Hospital & Medical)

Year in Which Losses Were Incurred	Sum of Cumulative Net Amount Paid and Claim Liability, Claim Reserve and Medical Incentive Pool and Bonuses Outstanding at End of Year				
	1 2016	2 2017	3 2018	4 2019	5 2020
1. Prior	408,467	408,467	408,467	408,467	408,467
2. 2016	107,575	116,546	116,546	116,546	116,546
3. 2017	XXX	64,795	72,795	72,795	72,795
4. 2018	XXX	XXX	44,849	52,639	52,639
5. 2019	XXX	XXX	XXX	19,208	24,372
6. 2020	XXX	XXX	XXX	XXX	13,387

Section C - Incurred Year Health Claims and Claims Adjustment Expense Ratio - Comprehensive (Hospital & Medical)

Years in which Premiums were Earned and Claims were Incurred	1 Premiums Earned	2 Claims Payment	3 Claim Adjustment Expense Payments	4 (Col. 3/2) Percent	5 Claim and Claim Adjustment Expense Payments (Col. 2 + 3)	6 (Col. 5/1) Percent	7 Claims Unpaid	8 Unpaid Claims Adjustment Expenses	9 Total Claims and Claims Adjustment Expense Incurred (Col. 5+7+8)	10 (Col. 9/1) Percent
1. 2016	125,999	106,195	0	0.0	106,195	84.3	0	0	106,195	84.3
2. 2017	85,016	64,080	0	0.0	64,080	75.4	0	0	64,080	75.4
3. 2018	62,795	43,660	0	0.0	43,660	69.5	0	0	43,660	69.5
4. 2019	20,755	19,715	0	0.0	19,715	95.0	1,493	0	21,208	102.2
5. 2020	20,729	10,229	409	4.0	10,638	51.3	3,158	145	13,941	67.3

UNDERWRITING AND INVESTMENT EXHIBIT

PART 2C - DEVELOPMENT OF PAID AND INCURRED HEALTH CLAIMS

($000 Omitted)

Section A - Paid Health Claims - Medicare Supplement

NONE

Year in Which Losses Were Incurred	Cumulative Net Amounts Paid				
	1 2016	2 2017	3 2018	4 2019	5 2020
1. Prior					
2. 2016					
3. 2017	XXX				
4. 2018	XXX	XXX			
5. 2019	XXX	XXX	XXX		
6. 2020	XXX	XXX	XXX	XXX	

Section B - Incurred Health Claims - Medicare Supplement

NONE

Year in Which Losses Were Incurred	Sum of Cumulative Net Amount Paid and Claim Liability, Claim Reserve and Medical Incentive Pool and Bonuses Outstanding at End of Year				
	1 2016	2 2017	3 2018	4 2019	5 2020
1. Prior					
2. 2016					
3. 2017	XXX				
4. 2018	XXX	XXX			
5. 2019	XXX	XXX	XXX		
6. 2020	XXX	XXX	XXX	XXX	

Section C - Incurred Year Health Claims and Claims Adjustment Expense Ratio - Medicare Supplement

NONE

Years in which Premiums were Earned and Claims were Incurred	1 Premiums Earned	2 Claims Payment	3 Claim Adjustment Expense Payments	4 (Col. 3/2) Percent	5 Claim and Claim Adjustment Expense Payments	6 (Col. 5/1) Percent	7 Claims Unpaid	8 Unpaid Claims Adjustment Expenses	9 Total Claims and Claims Adjustment Expense Incurred (Col. 5+7+8)	10 (Col. 9/1) Percent
1. 2016										
2. 2017										
3. 2018										
4. 2019										
5. 2020										

UNDERWRITING AND INVESTMENT EXHIBIT

PART 2C - DEVELOPMENT OF PAID AND INCURRED HEALTH CLAIMS

($000 Omitted)

Section A - Paid Health Claims - Dental Only

NONE

Year in Which Losses Were Incurred	Cumulative Net Amounts Paid				
	1 2016	2 2017	3 2018	4 2019	5 2020
1. Prior					
2. 2016					
3. 2017	XXX				
4. 2018	XXX	XXX			
5. 2019	XXX	XXX	XXX		
6. 2020	XXX	XXX	XXX	XXX	

Section B - Incurred Health Claims - Dental Only

NONE

Year in Which Losses Were Incurred	Sum of Cumulative Net Amount Paid and Claim Liability, Claim Reserve and Medical Incentive Pool and Bonuses Outstanding at End of Year				
	1 2016	2 2017	3 2018	4 2019	5 2020
1. Prior					
2. 2016					
3. 2017	XXX				
4. 2018	XXX	XXX			
5. 2019	XXX	XXX	XXX		
6. 2020	XXX	XXX	XXX	XXX	

Section C - Incurred Year Health Claims and Claims Adjustment Expense Ratio - Dental Only

NONE

Years in which Premiums were Earned and Claims were Incurred	1 Premiums Earned	2 Claims Payment	3 Claim Adjustment Expense Payments	4 (Col. 3/2) Percent	5 Claim and Claim Adjustment Expense Payments	6 (Col. 5/1) Percent	7 Claims Unpaid	8 Unpaid Claims Adjustment Expenses	9 Total Claims and Claims Adjustment Expense Incurred (Col. 5+7+8)	10 (Col. 9/1) Percent
1. 2016										
2. 2017										
3. 2018										
4. 2019										
5. 2020										

UNDERWRITING AND INVESTMENT EXHIBIT

PART 2C - DEVELOPMENT OF PAID AND INCURRED HEALTH CLAIMS

($000 Omitted)

Section A - Paid Health Claims - Vision Only

NONE

Year in Which Losses Were Incurred	Cumulative Net Amounts Paid				
	1 2016	2 2017	3 2018	4 2019	5 2020
1. Prior					
2. 2016					
3. 2017	XXX				
4. 2018	XXX	XXX			
5. 2019	XXX	XXX	XXX		
6. 2020	XXX	XXX	XXX	XXX	

Section B - Incurred Health Claims - Vision Only

NONE

Year in Which Losses Were Incurred	Sum of Cumulative Net Amount Paid and Claim Liability, Claim Reserve and Medical Incentive Pool and Bonuses Outstanding at End of Year				
	1 2016	2 2017	3 2018	4 2019	5 2020
1. Prior					
2. 2016					
3. 2017	XXX				
4. 2018	XXX	XXX			
5. 2019	XXX	XXX	XXX		
6. 2020	XXX	XXX	XXX	XXX	

Section C - Incurred Year Health Claims and Claims Adjustment Expense Ratio - Vision Only

NONE

Years in which Premiums were Earned and Claims were Incurred	1 Premiums Earned	2 Claims Payment	3 Claim Adjustment Expense Payment	4 (Col. 3/2) Percent	5 Claim and Claim Adjustment Expense Payments	6 (Col. 5/1) Percent	7 Claims Unpaid	8 Unpaid Claims Adjustment Expenses	9 Total Claims and Claims Adjustment Expense Incurred (Col. 5+7+8)	10 (Col. 9/1) Percent
1. 2016										
2. 2017										
3. 2018										
4. 2019										
5. 2020										

UNDERWRITING AND INVESTMENT EXHIBIT

PART 2C - DEVELOPMENT OF PAID AND INCURRED HEALTH CLAIMS

($000 Omitted)

Section A - Paid Health Claims - Federal Employees Health Benefits Plan Premium

Year in Which Losses Were Incurred	Cumulative Net Amounts Paid				
	1 2016	2 2017	3 2018	4 2019	5 2020
1. Prior	128	128	128	128	128
2. 2016	92,449	104,326	104,326	104,326	104,326
3. 2017	XXX	92,455	102,146	102,146	102,146
4. 2018	XXX	XXX	84,576	92,356	92,356
5. 2019	XXX	XXX	XXX	72,156	80,535
6. 2020	XXX	XXX	XXX	XXX	51,944

Section B - Incurred Health Claims - Federal Employees Health Benefits Plan Premium

Year in Which Losses Were Incurred	Sum of Cumulative Net Amount Paid and Claim Liability, Claim Reserve and Medical Incentive Pool and Bonuses Outstanding at End of Year				
	1 2016	2 2017	3 2018	4 2019	5 2020
1. Prior	128	128	128	128	128
2. 2016	107,175	119,305	119,305	119,305	119,305
3. 2017	XXX	107,976	117,896	117,896	117,896
4. 2018	XXX	XXX	97,055	105,164	105,164
5. 2019	XXX	XXX	XXX	82,331	91,423
6. 2020	XXX	XXX	XXX	XXX	61,835

Section C - Incurred Year Health Claims and Claims Adjustment Expense Ratio - Federal Employees Health Benefits Plan Premium

Years in which Premiums were Earned and Claims were Incurred	1 Premiums Earned	2 Claims Payment	3 Claim Adjustment Expense Payments	4 (Col. 3/2) Percent	5 Claim and Claim Adjustment Expense Payments (Col. 2 + 3)	6 (Col. 5/1) Percent	7 Claims Unpaid	8 Unpaid Claims Adjustment Expenses	9 Total Claims and Claims Adjustment Expense Incurred (Col. 5+7+8)	10 (Col. 9/1) Percent
1. 2016	112,413	104,326	0	0.0	104,326	92.8	0	0	104,326	92.8
2. 2017	122,601	102,146	0	0.0	102,146	83.3	0	0	102,146	83.3
3. 2018	109,825	92,356	0	0.0	92,356	84.1	0	0	92,356	84.1
4. 2019	94,398	80,535	0	0.0	80,535	85.3	713	0	81,248	86.1
5. 2020	66,950	51,944	989	1.9	52,933	79.1	9,891	0	62,824	93.8

UNDERWRITING AND INVESTMENT EXHIBIT

PART 2C - DEVELOPMENT OF PAID AND INCURRED HEALTH CLAIMS

($000 Omitted)

Section A - Paid Health Claims - Title XVIII

Year in Which Losses Were Incurred	Cumulative Net Amounts Paid				
	1 2016	2 2017	3 2018	4 2019	5 2020
1. Prior	5,836	5,836	5,836	5,836	5,836
2. 2016	40,029	43,578	43,578	43,578	43,578
3. 2017	XXX	36,584	40,044	40,044	40,044
4. 2018	XXX	XXX	40,124	45,853	45,853
5. 2019	XXX	XXX	XXX	45,390	51,338
6. 2020	XXX	XXX	XXX	XXX	49,103

Section B - Incurred Health Claims - Title XVIII

Year in Which Losses Were Incurred	Sum of Cumulative Net Amount Paid and Claim Liability, Claim Reserve and Medical Incentive Pool and Bonuses Outstanding at End of Year				
	1 2016	2 2017	3 2018	4 2019	5 2020
1. Prior	35,558	35,558	35,558	35,558	35,558
2. 2016	45,699	49,668	49,668	49,668	49,668
3. 2017	XXX	41,091	45,454	45,454	45,454
4. 2018	XXX	XXX	45,468	51,495	51,495
5. 2019	XXX	XXX	XXX	52,552	58,636
6. 2020	XXX	XXX	XXX	XXX	58,134

Section C - Incurred Year Health Claims and Claims Adjustment Expense Ratio - Title XVIII

Years in which Premiums were Earned and Claims were Incurred	1 Premiums Earned	2 Claims Payment	3 Claim Adjustment Expense Payments	4 (Col. 3/2) Percent	5 Claim and Claim Adjustment Expense Payments (Col. 2 + 3)	6 (Col. 5/1) Percent	7 Claims Unpaid	8 Unpaid Claims Adjustment Expenses	9 Total Claims and Claims Adjustment Expense Incurred (Col. 5+7+8)	10 (Col. 9/1) Percent
1. 2016	55,499	43,578	0	0.0	43,578	78.5	0	0	43,578	78.5
2. 2017	50,090	40,044	0	0.0	40,044	79.9	0	0	40,044	79.9
3. 2018	51,766	45,853	0	0.0	45,853	88.6	0	0	45,853	88.6
4. 2019	63,774	51,338	0	0.0	51,338	80.5	136	0	51,474	80.7
5. 2020	69,637	49,103	1,445	2.9	50,548	72.6	9,031	132	59,711	85.7

UNDERWRITING AND INVESTMENT EXHIBIT

PART 2C - DEVELOPMENT OF PAID AND INCURRED HEALTH CLAIMS

($000 Omitted)

Section A - Paid Health Claims - Title XIX

NONE

Year in Which Losses Were Incurred	Cumulative Net Amounts Paid 1 2016	2 2017	3 2018	4 2019	5 2020
1. Prior					
2. 2016	XXX				
3. 2017	XXX	XXX			
4. 2018	XXX	XXX	XXX		
5. 2019	XXX	XXX	XXX	XXX	
6. 2020	XXX	XXX	XXX	XXX	

Section B - Incurred Health Claims - Title XIX

NONE

Year in Which Losses Were Incurred	Sum of Cumulative Net Amount Paid and Claim Liability, Claim Reserve and Medical Incentive Pool and Bonuses Outstanding at End of Year 1 2016	2 2017	3 2018	4 2019	5 2020
1. Prior					
2. 2016	XXX				
3. 2017	XXX	XXX			
4. 2018	XXX	XXX	XXX		
5. 2019	XXX	XXX	XXX	XXX	
6. 2020	XXX	XXX	XXX	XXX	

Section C - Incurred Year Health Claims and Claims Adjustment Expense Ratio - Title XIX

NONE

Years in which Premiums were Earned and Claims were Incurred	1 Premiums Earned	2 Claims Payment	3 Claim Adjustment Expense Payments	4 (Col. 3/2) Percent	5 Claim and Claim Adjustment Expense Payments	6 (Col. 5/1) Percent	7 Claims Unpaid	8 Unpaid Claims Adjustment Expenses	9 Total Claims and Claims Adjustment Expense Incurred (Col. 5+7+8)	10 (Col. 9/1) Percent
1. 2016										
2. 2017										
3. 2018										
4. 2019										
5. 2020										

UNDERWRITING AND INVESTMENT EXHIBIT

PART 2C - DEVELOPMENT OF PAID AND INCURRED HEALTH CLAIMS

($000 Omitted)

Section A - Paid Health Claims - Other

Year in Which Losses Were Incurred	Cumulative Net Amounts Paid				
	1 2016	2 2017	3 2018	4 2019	5 2020
1. Prior					
2. 2016					
3. 2017	XXX				
4. 2018	XXX	XXX			
5. 2019	XXX	XXX	XXX		
6. 2020	XXX	XXX	XXX	XXX	

NONE

Section B - Incurred Health Claims - Other

Year in Which Losses Were Incurred	Sum of Cumulative Net Amount Paid and Claim Liability, Claim Reserve and Medical Incentive Pool and Bonuses Outstanding at End of Year				
	1 2016	2 2017	3 2018	4 2019	5 2020
1. Prior					
2. 2016					
3. 2017	XXX				
4. 2018	XXX	XXX			
5. 2019	XXX	XXX	XXX		
6. 2020	XXX	XXX	XXX	XXX	

NONE

Section C - Incurred Year Health Claims and Claims Adjustment Expense Ratio - Other

Years in which Premiums were Earned and Claims were Incurred	1 Premiums Earned	2 Claims Payment	3 Claim Adjustment Expense Payments	4 (Col. 3/2) Percent	5 Claim and Claim Adjustment Expense Payments	6 (Col. 5/1) Percent	7 Claims Unpaid	8 Unpaid Claims Adjustment Expenses	9 Total Claims and Claims Adjustment Expense Incurred (Col. 5+7+8)	10 (Col. 9/1) Percent
1. 2016										
2. 2017										
3. 2018										
4. 2019										
5. 2020										

NONE

UNDERWRITING AND INVESTMENT EXHIBIT

PART 2C - DEVELOPMENT OF PAID AND INCURRED HEALTH CLAIMS

($000 Omitted)

Section A - Paid Health Claims - Grand Total

Year in Which Losses Were Incurred	Cumulative Net Amounts Paid				
	1 2016	2 2017	3 2018	4 2019	5 2020
1. Prior	24,435	24,435	24,435	24,435	24,435
2. 2016	229,968	254,099	254,099	254,099	254,099
3. 2017	XXX	186,217	206,270	206,270	206,270
4. 2018	XXX	XXX	163,931	181,869	181,869
5. 2019	XXX	XXX	XXX	133,590	151,588
6. 2020	XXX	XXX	XXX	XXX	111,276

Section B - Incurred Health Claims - Grand Total

Year in Which Losses Were Incurred	Sum of Cumulative Net Amount Paid and Claim Liability, Claim Reserve and Medical Incentive Pool and Bonuses Outstanding at End of Year				
	1 2016	2 2017	3 2018	4 2019	5 2020
1. Prior	444,153	444,153	444,153	444,153	444,153
2. 2016	260,449	285,519	285,519	285,519	285,519
3. 2017	XXX	213,862	236,145	236,145	236,145
4. 2018	XXX	XXX	187,372	209,298	209,298
5. 2019	XXX	XXX	XXX	154,091	174,431
6. 2020	XXX	XXX	XXX	XXX	133,356

Section C - Incurred Year Health Claims and Claims Adjustment Expense Ratio - Grand Total

Years in which Premiums were Earned and Claims were Incurred	1 Premiums Earned	2 Claims Payment	3 Claim Adjustment Expense Payments	4 (Col. 3/2) Percent	5 Claim and Claim Adjustment Expense Payments (Col. 2 + 3)	6 (Col. 5/1) Percent	7 Claims Unpaid	8 Unpaid Claims Adjustment Expenses	9 Total Claims and Claims Adjustment Expense Incurred (Col. 5+7+8)	10 (Col. 9/1) Percent
1. 2016	293,911	254,099	0	0.0	254,099	86.5	0	0	254,099	86.5
2. 2017	257,707	206,270	0	0.0	206,270	80.0	0	0	206,270	80.0
3. 2018	224,386	181,869	0	0.0	181,869	81.1	0	0	181,869	81.1
4. 2019	178,927	151,588	0	0.0	151,588	84.7	2,342	0	153,930	86.0
5. 2020	157,316	111,276	2,843	2.6	114,119	72.5	22,080	277	136,476	86.8

UNDERWRITING AND INVESTMENT EXHIBIT

PART 2D - AGGREGATE RESERVE FOR ACCIDENT AND HEALTH CONTRACTS ONLY

	1 Total	2 Comprehensive (Hospital & Medical)	3 Medicare Supplement	4 Dental Only	5 Vision Only	6 Federal Employees Health Benefits Plan	7 Title XVIII Medicare	8 Title XIX Medicaid	9 Other
1. Unearned premium reserves	0	0	0	0	0	0	0	0	0
2. Additional policy reserves (a)	0	0	0	0	0	0	0	0	0
3. Reserve for future contingent benefits	0	0	0	0	0	0	0	0	0
4. Reserve for rate credits or experience rating refunds (including $ 0) for investment income	8,956,535	117,044	0	0	0	1,591,626	7,247,865	0	0
5. Aggregate write-ins for other policy reserves	0	0	0	0	0	0	0	0	0
6. Totals (gross)	8,956,535	117,044	0	0	0	1,591,626	7,247,865	0	0
7. Reinsurance ceded	0	0	0	0	0	0	0	0	0
8. Totals (Net)(Page 3, Line 4)	8,956,535	117,044	0	0	0	1,591,626	7,247,865	0	0
9. Present value of amounts not yet due on claims	0	0	0	0	0	0	0	0	0
10. Reserve for future contingent benefits	105,987	17,620	0	0	0	88,367	0	0	0
11. Aggregate write-ins for other claim reserves	0	0	0	0	0	0	0	0	0
12. Totals (gross)	105,987	17,620	0	0	0	88,367	0	0	0
13. Reinsurance ceded	0	0	0	0	0	0	0	0	0
14. Totals (Net)(Page 3, Line 7)	105,987	17,620	0	0	0	88,367	0	0	0
DETAILS OF WRITE-INS									
0501.									
0502.									
0503.									
0598. Summary of remaining write-ins for Line 5 from overflow page	0	0	0	0	0	0	0	0	0
0599. Totals (Lines 0501 thru 0503 plus 0598) (Line 5 above)	0	0	0	0	0	0	0	0	0
1101.									
1102.									
1103.									
1198. Summary of remaining write-ins for Line 11 from overflow page	0	0	0	0	0	0	0	0	0
1199. Totals (Lines 1101 thru 1103 plus 1198) (Line 11 above)	0	0	0	0	0	0	0	0	0

(a) Includes $ 0 premium deficiency reserve.

UNDERWRITING AND INVESTMENT EXHIBIT

PART 3 - ANALYSIS OF EXPENSES

	Claim Adjustment Expenses		3	4	5
	1 Cost Containment Expenses	2 Other Claim Adjustment Expenses	General Administrative Expenses	Investment Expenses	Total
1. Rent ($ 0 for occupancy of own building)	43,815	15,672	44,511	1,478	105,476
2. Salary, wages and other benefits	1,163,685	392,705	5,035,107	36,748	6,628,245
3. Commissions (less $ 0 ceded plus $ 0 assumed)	0	0	2,582,764	0	2,582,764
4. Legal fees and expenses	0	0	91,831	0	91,831
5. Certifications and accreditation fees	0	0	0	0	0
6. Auditing, actuarial and other consulting services	0	48,119	1,984,942	8,987	2,042,048
7. Traveling expenses	1,580	930	36,045	68	38,623
8. Marketing and advertising	331	7,868	729,474	0	737,673
9. Postage, express and telephone	14,596	60,620	334,671	121	410,008
10. Printing and office supplies	0	17,563	134,861	43	152,467
11. Occupancy, depreciation and amortization	21,620	9,028	(30,647)	262	263
12. Equipment	0	1,654	130,011	1,005	132,670
13. Cost or depreciation of EDP equipment and software	70	16,571	494,579	773	511,993
14. Outsourced services including EDP, claims, and other services	622,852	97,320	2,190,761	6,840	2,917,773
15. Boards, bureaus and association fees	169	151	16,064	144	16,528
16. Insurance, except on real estate	2,730	1,142	145,410	27	149,309
17. Collection and bank service charges	0	1,229	22,274	4,244	27,747
18. Group service and administration fees	0	0	0	0	0
19. Reimbursements by uninsured plans	0	0	0	0	0
20. Reimbursements from fiscal intermediaries	0	0	0	0	0
21. Real estate expenses	145	34	109,638	3	109,820
22. Real estate taxes	0	0	26,309	0	26,309
23. Taxes, licenses and fees:					
23.1 State and local insurance taxes	0	0	278,181	0	278,181
23.2 State premium taxes	0	0	3,582	0	3,582
23.3 Regulatory authority licenses and fees	0	0	37,453	0	37,453
23.4 Payroll taxes	87,589	29,558	317,932	2,766	437,845
23.5 Other (excluding federal income and real estate taxes)	0	0	3,396,763	0	3,396,763
24. Investment expenses not included elsewhere	0	0	0	0	0
25. Aggregate write-ins for expenses	37	89,877	(165,715)	0	(75,801)
26. Total expenses incurred (Lines 1 to 25)	1,959,219	790,041	17,946,801	63,509	(a) 20,759,570
27. Less expenses unpaid December 31, current year	197,064	79,464	4,383,818	0	4,660,346
28. Add expenses unpaid December 31, prior year	258,190	111,621	4,516,740	0	4,886,551
29. Amounts receivable relating to uninsured plans, prior year	0	0	1,519,779	0	1,519,779
30. Amounts receivable relating to uninsured plans, current year	0	0	1,853,714	0	1,853,714
31. Total expenses paid (Lines 26 minus 27 plus 28 minus 29 plus 30)	2,020,345	822,198	18,413,658	63,509	21,319,710
DETAILS OF WRITE-INS					
2501. Miscellaneous	37	2,601	(73,438)	0	(70,800)
2502. Loss adjustment expense	0	3	(93,286)	0	(93,283)
2503. Interest expense	0	87,273	1,009	0	88,282
2598. Summary of remaining write-ins for Line 25 from overflow page	0	0	0	0	0
2599. Totals (Lines 2501 thru 2503 plus 2598)(Line 25 above)	37	89,877	(165,715)	0	(75,801)

(a) Includes management fees of $ 16,970,019 to affiliates and $ 0 to non-affiliates.

EXHIBIT OF NET INVESTMENT INCOME

		1 Collected During Year	2 Earned During Year
1.	U.S. government bonds	(a) 77,219	68,068
1.1	Bonds exempt from U.S. tax	(a) 0	0
1.2	Other bonds (unaffiliated)	(a) 1,100,087	1,097,648
1.3	Bonds of affiliates	(a) 0	0
2.1	Preferred stocks (unaffiliated)	(b) 0	0
2.11	Preferred stocks of affiliates	(b) 0	0
2.2	Common stocks (unaffiliated)	0	0
2.21	Common stocks of affiliates	0	0
3.	Mortgage loans	(c) 0	0
4.	Real estate	(d) 0	0
5	Contract Loans	0	0
6	Cash, cash equivalents and short-term investments	(e) 96,653	96,653
7	Derivative instruments	(f) 0	0
8.	Other invested assets	0	0
9.	Aggregate write-ins for investment income	43,250	43,250
10.	Total gross investment income	1,317,209	1,305,619
11.	Investment expenses		(g) 60,743
12.	Investment taxes, licenses and fees, excluding federal income taxes		(g) 2,766
13.	Interest expense		(h) 0
14.	Depreciation on real estate and other invested assets		(i) 0
15.	Aggregate write-ins for deductions from investment income		0
16.	Total deductions (Lines 11 through 15)		63,509
17.	Net investment income (Line 10 minus Line 16)		1,242,110
	DETAILS OF WRITE-INS		
0901.	Miscellaneous interest income	43,250	43,250
0902.			
0903.			
0998.	Summary of remaining write-ins for Line 9 from overflow page	0	0
0999.	Totals (Lines 0901 thru 0903 plus 0998) (Line 9, above)	43,250	43,250
1501.			
1502.			
1503.			
1598.	Summary of remaining write-ins for Line 15 from overflow page		0
1599.	Totals (Lines 1501 thru 1503 plus 1598) (Line 15, above)		0

(a) Includes $ 31,472 accrual of discount less $ 290,157 amortization of premium and less $ 111,786 paid for accrued interest on purchases.

(b) Includes $ 0 accrual of discount less $ 0 amortization of premium and less $ 0 paid for accrued dividends on purchases.

(c) Includes $ 0 accrual of discount less $ 0 amortization of premium and less $ 0 paid for accrued interest on purchases.

(d) Includes $ 0 for company's occupancy of its own buildings; and excludes $ 0 interest on encumbrances.

(e) Includes $ 96,625 accrual of discount less $ 0 amortization of premium and less $ 0 paid for accrued interest on purchases.

(f) Includes $ 0 accrual of discount less $ 0 amortization of premium.

(g) Includes $. 0 investment expenses and $ 0 investment taxes, licenses and fees, excluding federal income taxes, attributable to segregated and Separate Accounts.

(h) Includes $ 0 interest on surplus notes and $ 0 interest on capital notes.

(i) Includes $ 0 depreciation on real estate and $ 0 depreciation on other invested assets.

EXHIBIT OF CAPITAL GAINS (LOSSES)

		1 Realized Gain (Loss) On Sales or Maturity	2 Other Realized Adjustments	3 Total Realized Capital Gain (Loss) (Columns 1 + 2)	4 Change in Unrealized Capital Gain (Loss)	5 Change in Unrealized Foreign Exchange Capital Gain (Loss)
1.	U.S. Government bonds	0	(15,502)	(15,502)	0	0
1.1	Bonds exempt from U.S. tax	0	0	0	0	0
1.2	Other bonds (unaffiliated)	(65,343)	(84,114)	(149,457)	3,887	0
1.3	Bonds of affiliates	0	0	0	0	0
2.1	Preferred stocks (unaffiliated)	0	0	0	0	0
2.11	Preferred stocks of affiliates	0	0	0	0	0
2.2	Common stocks (unaffiliated)	0	0	0	0	0
2.21	Common stocks of affiliates	0	0	0	0	0
3.	Mortgage loans	0	0	0	0	0
4.	Real estate	0	0	0	0	0
5.	Contract loans	0	0	0	0	0
6.	Cash, cash equivalents and short-term investments	2	0	2	0	0
7.	Derivative instruments	0	0	0	0	0
8.	Other invested assets	0	0	0	0	0
9.	Aggregate write-ins for capital gains (losses)	0	0	0	0	0
10.	Total capital gains (losses)	(65,341)	(99,616)	(164,957)	3,887	0
	DETAILS OF WRITE-INS					
0901.						
0902.						
0903.						
0998.	Summary of remaining write-ins for Line 9 from overflow page	0	0	0	0	0
0999.	Totals (Lines 0901 thru 0903 plus 0998) (Line 9, above)	0	0	0	0	0

EXHIBIT OF NON-ADMITTED ASSETS

	1 Current Year Total Nonadmitted Assets	2 Prior Year Total Nonadmitted Assets	3 Change in Total Nonadmitted Assets (Col. 2 - Col. 1)
1. Bonds (Schedule D)	0	0	0
2. Stocks (Schedule D):			
2.1 Preferred stocks	0	0	0
2.2 Common stocks	0	0	0
3. Mortgage loans on real estate (Schedule B):			
3.1 First liens	0	0	0
3.2 Other than first liens	0	0	0
4. Real estate (Schedule A):			
4.1 Properties occupied by the company	0	0	0
4.2 Properties held for the production of income	0	0	0
4.3 Properties held for sale	0	0	0
5. Cash (Schedule E - Part 1), cash equivalents (Schedule E - Part 2) and short-term investments (Schedule DA)	0	0	0
6. Contract loans	0	0	0
7. Derivatives (Schedule DB)	0	0	0
8. Other invested assets (Schedule BA)	0	0	0
9. Receivables for securities	0	0	0
10. Securities lending reinvested collateral assets (Schedule DL)	0	0	0
11. Aggregate write-ins for invested assets	0	0	0
12. Subtotals, cash and invested assets (Lines 1 to 11)	0	0	0
13. Title plants (for Title insurers only)	0	0	0
14. Investment income due and accrued	0	0	0
15. Premiums and considerations:			
15.1 Uncollected premiums and agents' balances in the course of collection	636,606	912,854	276,248
15.2 Deferred premiums, agents' balances and installments booked but deferred and not yet due	0	0	0
15.3 Accrued retrospective premiums and contracts subject to redetermination	0	0	0
16. Reinsurance:			
16.1 Amounts recoverable from reinsurers	0	0	0
16.2 Funds held by or deposited with reinsured companies	0	0	0
16.3 Other amounts receivable under reinsurance contracts	0	0	0
17. Amounts receivable relating to uninsured plans	0	0	0
18.1 Current federal and foreign income tax recoverable and interest thereon	0	0	0
18.2 Net deferred tax asset	122,399	255,563	133,164
19. Guaranty funds receivable or on deposit	0	0	0
20. Electronic data processing equipment and software	0	0	0
21. Furniture and equipment, including health care delivery assets	0	0	0
22. Net adjustment in assets and liabilities due to foreign exchange rates	0	0	0
23. Receivable from parent, subsidiaries and affiliates	0	0	0
24. Health care and other amounts receivable	0	4,720	4,720
25. Aggregate write-ins for other than invested assets	0	0	0
26. Total assets excluding Separate Accounts, Segregated Accounts and Protected Cell Accounts (Lines 12 to 25)	759,005	1,173,137	414,132
27. From Separate Accounts, Segregated Accounts and Protected Cell Accounts	0	0	0
28. Total (Lines 26 and 27)	759,005	1,173,137	414,132
DETAILS OF WRITE-INS			
1101.			
1102.			
1103.			
1198. Summary of remaining write-ins for Line 11 from overflow page	0	0	0
1199. Totals (Lines 1101 thru 1103 plus 1198)(Line 11 above)	0	0	0
2501.			
2502.			
2503.			
2598. Summary of remaining write-ins for Line 25 from overflow page	0	0	0
2599. Totals (Lines 2501 thru 2503 plus 2598)(Line 25 above)	0	0	0

EXHIBIT 1 - ENROLLMENT BY PRODUCT TYPE FOR HEALTH BUSINESS ONLY

Source of Enrollment	Total Members at End of 1 Prior Year	2 First Quarter	3 Second Quarter	4 Third Quarter	5 Current Year	6 Current Year Member Months
1. Health Maintenance Organizations	23,883	21,924	21,570	21,437	21,418	260,108
2. Provider Service Organizations	0	0	0	0	0	0
3. Preferred Provider Organizations	0	0	0	0	0	0
4. Point of Service	112	122	127	118	112	1,432
5. Indemnity Only	0	0	0	0	0	0
6. Aggregate write-ins for other lines of business	0	0	0	0	0	0
7. Total	23,995	22,046	21,697	21,555	21,530	261,540
DETAILS OF WRITE-INS						
0601.						
0602.						
0603.						
0698. Summary of remaining write-ins for Line 6 from overflow page	0	0	0	0	0	0
0699. Totals (Lines 0601 thru 0603 plus 0698) (Line 6 above)	0	0	0	0	0	0

EXHIBIT 2 - ACCIDENT AND HEALTH PREMIUMS DUE AND UNPAID

1 Name of Debtor	2 1 - 30 Days	3 31 - 60 Days	4 61 - 90 Days	5 Over 90 Days	6 Nonadmitted	7 Admitted
0199999 Total individuals	0	0	0	3,220	3,220	0
Group Subscribers:						
0299998. Premiums due and unpaid not individually listed	5,360,768	0	0	0	573,503	4,787,265
0299999. Total group	5,360,768	0	0	0	573,503	4,787,265
0399999. Premiums due and unpaid from Medicare entities	4,062	3,439	3,232	53,212	59,883	4,062
0499999. Premiums due and unpaid from Medicaid entities	0	0	0	0	0	0
0599999 Accident and health premiums due and unpaid (Page 2, Line 15)	5,364,830	3,439	3,232	56,432	636,606	4,791,327

EXHIBIT 3 - HEALTH CARE RECEIVABLES

1 Name of Debtor	2 1 - 30 Days	3 31 - 60 Days	4 61 - 90 Days	5 Over 90 Days	6 Nonadmitted	7 Admitted
Aetna Health Management, LLC	1,561,848	0	0	0	0	1,561,848
0199998. Aggregate Pharmaceutical Rebate Receivables Not Individually Listed	0	0	0	0	0	0
0199999. Total Pharmaceutical Rebate Receivables	1,561,848	0	0	0	0	1,561,848
0299998. Aggregate Claim Overpayment Receivables Not Individually Listed	0	0	0	0	0	0
0299999. Total Claim Overpayment Receivables	0	0	0	0	0	0
0399998. Aggregate Loans and Advances to Providers Not Individually Listed	0	0	0	0	0	0
0399999. Total Loans and Advances to Providers	0	0	0	0	0	0
0499998. Aggregate Capitation Arrangement Receivables Not Individually Listed	0	0	0	0	0	0
0499999. Total Capitation Arrangement Receivables	0	0	0	0	0	0
0599998. Aggregate Risk Sharing Receivables Not Individually Listed	0	0	0	0	0	0
0599999. Total Risk Sharing Receivables	61,814	0	0	0	0	61,814
Aetna Health Management, LLC	0	0	0	0	0	0
0699998. Aggregate Other Receivables Not Individually Listed	61,814	0	0	0	0	61,814
0699999. Total Other Receivables						
0799999 Gross health care receivables	1,623,662	0	0	0	0	1,623,662

EXHIBIT 3A - ANALYSIS OF HEALTH CARE RECEIVABLES COLLECTED AND ACCRUED

Type of Health Care Receivable	Health Care Receivables Collected During the Year		Health Care Receivables Accrued as of December 31 of Current Year		5	6
	1 On Amounts Accrued Prior to January 1 of Current Year	2 On Amounts Accrued During the Year	3 On Amounts Accrued December 31 of Prior Year	4 On Amounts Accrued During the Year	Health Care Receivables in Prior Years (Columns 1 + 3)	Estimated Health Care Receivables Accrued as of December 31 of Prior Year
1. Pharmaceutical rebate receivables	1,008,535	11,380,935	0	1,561,848	1,008,535	1,131,823
2. Claim overpayment receivables	0	0	0	0	0	4,720
3. Loans and advances to providers	0	0	0	0	0	0
4. Capitation arrangement receivables	0	0	0	0	0	0
5. Risk sharing receivables	0	0	0	0	0	0
6. Other health care receivables	67,080	659,137	0	61,814	67,080	67,080
7. Totals (Lines 1 through 6)	1,075,615	12,040,072	0	1,623,662	1,075,615	1,203,623

Note that the accrued amounts in Columns 3, 4, and 6 are the total health care receivables, not just the admitted portion.

EXHIBIT 4 - CLAIMS UNPAID AND INCENTIVE POOL, WITHHOLD AND BONUS (Reported and Unreported)

Aging Analysis of Unpaid Claims

1 Account	2 1 - 30 Days	3 31 - 60 Days	4 61 - 90 Days	5 91 - 120 Days	6 Over 120 Days	7 Total
Claims Unpaid (Reported)	0	0	0	0	0	0
0199999. Individually listed claims unpaid	117,219	276	561	19,426	8,223	145,705
0299999. Aggregate accounts not individually listed- uncovered	4,531,170	1,926	4,531	123,741	52,376	4,713,744
0399999. Aggregate accounts not individually listed-covered	4,648,389	2,202	5,092	143,167	60,599	4,859,449
0499999. Subtotals						16,676,794
0599999. Unreported claims and other claim reserves						0
0699999. Total amounts withheld						21,536,243
0799999. Total claims unpaid						
						2,804,275
0899999 Accrued medical incentive pool and bonus amounts						

EXHIBIT 5 - AMOUNTS DUE FROM PARENT, SUBSIDIARIES AND AFFILIATES

1	2	3	4	5	6	Admitted	
						7	8
Name of Affiliate	1 - 30 Days	31 - 60 Days	61 - 90 Days	Over 90 Days	Nonadmitted	Current	Non-Current
0399999 Total gross amounts receivable							

NONE

EXHIBIT 6 - AMOUNTS DUE TO PARENT, SUBSIDIARIES AND AFFILIATES

1 Affiliate	2 Description	3 Amount	4 Current	5 Non-Current
Aetna Health Management, LLC	See Notes to Financial Statements	1,633,956	1,633,956	0
0199999. Individually listed payables		1,633,956	1,633,956	0
0299999. Payables not individually listed		0	0	0
0399999 Total gross payables		1,633,956	1,633,956	0

EXHIBIT 7 PART 1- SUMMARY OF TRANSACTIONS WITH PROVIDERS

Payment Method	1 Direct Medical Expense Payment	2 Column 1 as a % of Total Payments	3 Total Members Covered	4 Column 3 as a % of Total Members	5 Column 1 Expenses Paid to Affiliated Providers	6 Column 1 Expenses Paid to Non-Affiliated Providers
Capitation Payments:						
1. Medical groups	124,184	0.1	0	0.0	0	124,184
2. Intermediaries	0	0.0	0	0.0	0	0
3. All other providers	0	0.0	21,530	100.0	0	0
4. Total capitation payments	124,184	0.1	21,530	100.0	0	124,184
Other Payments:						
5. Fee-for-service	7,826,426	6.0	XXX	XXX	0	7,826,426
6. Contractual fee payments	89,638,409	68.4	XXX	XXX	0	89,638,409
7. Bonus/withhold arrangements - fee-for-service	0	0.0	XXX	XXX	0	0
8. Bonus/withhold arrangements - contractual fee payments	3,273,339	2.5	XXX	XXX	0	3,273,339
9. Non-contingent salaries	0	0.0	XXX	XXX	0	0
10. Aggregate cost arrangements	0	0.0	XXX	XXX	0	0
11. All other payments	30,251,892	23.1	XXX	XXX	30,251,892	0
12. Total other payments	130,990,066	99.9	XXX	XXX	30,251,892	100,738,174
13. TOTAL (Line 4 plus Line 12)	131,114,250	100%	XXX	XXX	30,251,892	100,862,358

EXHIBIT 7 - PART 2 - SUMMARY OF TRANSACTIONS WITH INTERMEDIARIES

1 NAIC Code	2 Name of Intermediary	3 Capitation Paid	4 Average Monthly Capitation	5 Intermediary's Total Adjusted Capital	6 Intermediary's Authorized Control Level RBC
	NONE				
9999999 Totals			XXX	XXX	XXX

Exhibit 8 - Furniture and Equipment Owned

NONE

NOTES TO FINANCIAL STATEMENTS

1. Summary of Significant Accounting Policies and Going Concern

A. Accounting Practices

The accompanying statutory financial statements of Aetna Health of Utah Inc. (the "Company"), indirectly a wholly-owned subsidiary of CVS Health Corporation ("CVS Health"), have been prepared in conformity with accounting practices prescribed or permitted by the Utah Insurance Department ("Utah Department") ("Utah Accounting Practices"). The Utah Department recognizes statutory accounting practices prescribed or permitted by the State of Utah for determining and reporting the financial condition and results of operations of an insurance company, which include accounting practices and procedures adopted by the National Association of Insurance Commissioners' ("NAIC") *Accounting Practices and Procedures Manual* ("NAIC SAP").

A reconciliation of the Company's net income and capital and surplus between NAIC SAP and practices prescribed and permitted by the State of Utah for the years ending December 31, 2020 and 2019 is as follows:

		SSAP #	F/S Page	F/S Line #	2020	2019
NET INCOME						
(1)	State basis (Page 4, Line 32, Columns 2 & 3)	XXX	XXX	XXX	$ 5,226,462	$ 6,979,098
(2)	State Prescribed Practices that increase/(decrease) NAIC SAP:				—	—
(3)	State Permitted Practices that increase/(decrease) NAIC SAP:				—	—
(4)	NAIC SAP (1-2-3=4)	XXX	XXX	XXX	$ 5,226,462	$ 6,979,098
SURPLUS						
(5)	State basis (Page 3, Line 33, Columns 3 & 4)	XXX	XXX	XXX	$ 43,434,653	$ 42,021,229
(6)	State Prescribed Practices that increase/(decrease) NAIC SAP:				—	—
(7)	State Permitted Practices that increase/(decrease) NAIC SAP:				—	—
(8)	NAIC SAP (5-6-7=8)	XXX	XXX	XXX	$ 43,434,653	$ 42,021,229

B. Use of Estimates in the Preparation of the Financial Statements

The preparation of these financial statements in conformity with Utah Accounting Practices requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and revenue and expenses. Actual results could differ from those estimates.

C. Accounting Policies

The Company applies the following significant accounting policies:

(1) Cash, Cash Equivalents and Short-Term Investments

Cash, cash equivalents and short-term investments, consisting primarily of money market instruments and other debt issues with an original maturity of up to one year, are carried at amortized cost. Short-term investments consist primarily of investments purchased with an original maturity date of greater than three months but less than one year. Cash equivalents consist of highly liquid instruments, which mature within three months from the date of purchase. The carrying amount of cash, cash equivalents and short-term investments approximates fair value. Cash accounts with positive balances shall not be reported separately from cash accounts with negative balances. If in the aggregate, the reporting entity has a net negative cash balance, it shall be reported as a negative asset and shall not be recorded as a liability.

(2) Bonds

Bonds, which include special deposits, are carried at amortized cost except for those bonds with an NAIC designation of 3 through 6, which are carried at the lower of amortized cost or fair value. The amount carried at fair value is not material to the financial statements. Bond premiums and discounts are amortized using the scientific interest method.

NOTES TO FINANCIAL STATEMENTS

When quoted prices in active markets for identical assets are available, the Company uses these quoted market prices to determine the fair value of bonds. This is used primarily for U.S. government securities. In other cases where a quoted market price for identical assets in an active market is either not available or not observable, the Company estimates fair values using valuation methodologies based on available and observable market information or by using a matrix pricing model. If quoted market prices are not available, the Company determines fair value using broker quotes or an internal analysis of each investment's financial performance and cash flow projections. The Company had no investments where fair value was determined using broker quotes or an internal analysis of financial performance and cash flow projections at December 31, 2020 and 2019. Bonds include all investments whose maturity is greater than one year when purchased. Loan-backed and structured securities are carried at amortized cost adjusted for unamortized premiums and discounts and are accounted for using the retrospective adjustment method. Premiums and discounts on loan-backed and structured securities are amortized using the scientific method over the estimated remaining term of the securities, adjusted for anticipated prepayments. All adjustments between amortized cost and carrying value are reflected in unrealized capital gains and losses and are reported as direct adjustments to surplus.

Bonds are recorded as purchases or sales on the trade date.

The Company periodically reviews its bonds to determine whether a decline in fair value below the carrying value is other-than-temporary. For bonds, other than loan-backed and structured securities ("LB&SS"), an other-than-temporary impairment ("OTTI") shall be recorded if it is probable that the Company will be unable to collect all amounts due according to the contractual terms in effect at the date of acquisition. Declines deemed to be OTTI in the cost basis are recognized as realized capital losses. Yield-related impairments are deemed other-than-temporary when the Company intends to sell an investment at the reporting date before recovery of the cost of the investment.

For LB&SS, the Company records OTTI when the fair value of the loan-backed or structured security is less than the amortized cost basis at the balance sheet date and (1) the Company intends to sell the investment, or (2) the Company does not have the intent and ability to retain the investment for the time sufficient to recover the amortized cost basis, or (3) the Company does not expect to recover the entire amortized cost basis of the security, even if it does not intend to sell the security and has the intent and ability to hold. If it is determined an OTTI has occurred because of (1) or (2), the amount of the OTTI is equal to the difference between the amortized cost and the fair value of the security at the balance sheet date and this difference is recorded as a realized capital loss. If it is determined an OTTI has occurred because of (3), the amount of the OTTI is equal to the difference between the amortized cost and the present value of cash flows expected to be collected, discounted at the loan-backed or structured security's effective interest rate and this difference is also accounted for as a realized capital loss.

The Company analyzes all relevant facts and circumstances for each investment when performing its analysis to determine whether an OTTI exists. Among the factors considered in evaluating whether a decline is other-than-temporary, management considers whether the decline in fair value results from a change in the quality of the investment security itself, whether the decline results from a downward movement in the market as a whole, the prospects for realizing the carrying value of the bond based on the investee's current and short-term prospects for recovery and other factors. The risks inherent in assessing the impairment of an investment include the risk that market factors may differ from the Company's expectations and the risk that facts and circumstances factored into its assessment may change with the passage of time. Unexpected changes to market factors and circumstances that were not present in past reporting periods may result in a current period decision to sell securities that were not other-than-temporarily-impaired in prior reporting periods.

The Company had no Securities Valuation Office-identified investments that are being reported at a different measurement method from the prior year annual statement.

(3) The Company did not own any common stock at December 31, 2020 or 2019.

(4) The Company did not own any preferred stock at December 31, 2020 or 2019.

(5) The Company did not have any mortgage loans at December 31, 2020 or 2019.

(6) The Company did not have any investments in subsidiaries, controlled or affiliated companies at December 31, 2020 or 2019.

(7) The Company did not have any investments in any joint ventures, partnerships and limited liability companies at December 31, 2020 or 2019.

(8) The Company did not have any derivatives at December 31, 2020 or 2019.

(9) Aggregate Health Policy Reserves and Related Expenses

Premium deficiency reserves ("PDR") are recognized when it is probable that the expected future hospital and medical costs, including maintenance costs, will exceed anticipated future premiums and reinsurance recoveries on existing contracts. Anticipated investment income is considered in the calculation of any PDR. For purposes of calculating a PDR, contracts are grouped in a manner consistent with the method of acquiring, servicing and measuring the profitability of such contracts.

Unearned premium reserves ("UEP") are recognized for premiums that are recorded by the Company that have not been earned as of the statement date. The Company had no UEP at December 31, 2020 and 2019.

NOTES TO FINANCIAL STATEMENTS

The Company is required to make premium rebate payments to customers that are enrolled under certain health insurance policies if specific minimum annual medical loss ratios ("MLR") were not met in the prior year. The Company's results for full year 2020 and 2019 include estimates of $4,541,196 and $1,619, respectively, of minimum MLR rebates, which were included in aggregate health policy reserves in the Statutory Statements of Liabilities and Capital and Surplus.

The Company contracts with the Office of Personnel Management ("OPM") to provide managed health care services under the Federal Employees Health Benefits ("FEHB") program in its service areas. OPM regulations require that FEHB plans meet a FEHB program-specific MLR by plan code and market. The Company had no FEHB program MLR rebate in aggregate health policy reserves at December 31, 2020 and 2019. The Company reported Federal Contingency Reserve of $1,591,626 and $1,410,330 in aggregate health policy reserves at December 31, 2020 and 2019, respectively.

For Medicare plans, the Company's annual contract with Centers for Medicare & Medicaid Services ("CMS") provides a risk-sharing arrangement to limit exposure to unexpected expenses. The risk-sharing arrangement provides a risk corridor whereby the amount the Company received in premiums from members and CMS based on its annual bid is compared to actual drug costs incurred during the contract year. Based on the risk corridor provision and Part D activity-to-date, estimated risk-sharing payables of $19,466 and $323,327 were included in aggregate health policy reserves in the Statutory Statements of Liabilities, Capital and Surplus at December 31, 2020 and 2019, respectively.

The Company reported liabilities associated with contracts subject to redetermination as aggregate health policy reserves in accordance with SSAP No. 54R - *Individual and Group and Accident Health Contracts* ("SSAP No. 54R") and SSAP No. 107 - *Risk-Sharing Provisions of the Affordable Care Act* ("SSAP No. 107"). Liabilities associated with estimated adjustments to premium payments to the Company's Medicare plans based on the health status of its Medicare members are included as part of the Company's contracts subject to redetermination. Amounts related to these liabilities of $2,687,202 and $2,596,674 were included in aggregate health policy reserves at December 31, 2020 and 2019, respectively. In addition, the Company reported Affordable Care Act ("ACA") Risk Adjustment Payables of $117,044 and $254,777 in aggregate health policy reserves at December 31, 2020 and 2019, respectively.

(10) Hospital and Medical Costs and Claims Adjustment Expenses and Related Reserves

Hospital and medical costs consist principally of fee-for-service medical claims and capitation costs. Claims unpaid and aggregate health claim reserves include the Company's estimate of payments to be made on claims reported but not yet paid and for health care services rendered to enrollees but not yet reported to the Company as of the Statutory Statements of Assets and Liabilities, Capital and Surplus date. Such estimates are developed using actuarial principles and assumptions, which consider, among other things, historical and projected claim submission and processing payment patterns, medical cost trends, historical utilization of health care services, claim inventory levels, medical inflation, contract requirement changes in membership and product mix, seasonality and other relevant factors. The Company reflects changes in estimates in hospital and medical costs in the Statutory Statements of Revenue and Expenses in the period they are determined. Capitation costs, which are recorded in hospital and medical expenses in the Statutory Statements of Revenue and Expenses, represent contractual monthly fees paid to participating physicians and other medical providers for providing medical care, regardless of the medical services provided to the enrollee.

The Company uses the triangulation method to estimate reserves for claims incurred but not reported. The method of triangulation makes estimates of completion factors that are then applied to the total paid claims (net of coordination of benefits) to date for each incurral month. This provides an estimate of the total projected incurred claims and total amount outstanding or claims incurred but not reported (claims unpaid). For the most current dates of service where there is insufficient paid claim data to rely solely on the triangulation method, the Company examines cost and utilization trends as well as environmental factors, plan changes, provider contracts, changes in membership and/or benefits, and historical seasonal patterns to estimate the reserve required for these months.

Claims adjustment expenses, which include cost containment expenses, represent the costs incurred related to the claim settlement process such as costs to record, process and adjust claims. These expenses are included in the Company's management agreement with an affiliate described in Note 10.

(11) Capitalization Policy

The Company has not modified its capitalization policy from the prior period.

(12) Pharmaceutical Rebate Receivables

The Company estimates pharmaceutical rebate receivables based upon historical payment trends, actual utilization and other variables. Pharmaceutical rebates for a quarter are billed to the vendor within one month of the completion of the quarter with any adjustment to previously recorded amounts reflected at the time of billing. The Company reports pharmaceutical rebate receivables as health care receivables. Pharmacy rebate receivables not in accordance with SSAP No. 84 – *Health Care and Government Insured Plan Receivables* or are over 90 days past due are nonadmitted. All rebates are processed and settled monthly with an affiliated entity, including adjustments to previously billed periods. The pharmaceutical rebate receivables are more fully discussed in Note 28.

(13) Premiums and Amounts Due and Unpaid

Premium revenue for prepaid health or dental care products is recognized as income in the month in which enrollees are entitled to health or dental care services. Premiums collected before the effective period are reported as premiums received in advance. Premiums related to unexpired contractual coverage periods are reported as unearned premiums and are included in aggregate health policy reserves in the Statutory Statements of Liabilities, Capital and Surplus.

NOTES TO FINANCIAL STATEMENTS

Nonadmitted amounts consist of all premiums due and unpaid greater than 90 days past due, with the exception of amounts due under government insured plans, which may be admitted assets under certain circumstances. In addition, for any customer for which the premiums due and unpaid greater than 90 days past due is more than a de minimus portion of the entire balance of premiums due and unpaid for that customer, the entire balance of premiums due and unpaid for that customer is nonadmitted. Management also performs a specific review of accounts and based on the results of the review, additional amounts may be nonadmitted. Uncollectible amounts are generally written-off and charged to revenue in the period in which the customer reconciliations are completed and agreed to by the customer (retroactivity) or when the account is determined to be uncollectible by the Company.

Through the Company's Medicare Advantage Part D annual contract with CMS, the Company receives monthly premium payments from CMS and members, as determined by the Company's annual bid process. The Company recognizes the revenue related to the CMS contract ratably over the term of its annual contract.

The CMS payment is subject to risk sharing provisions through the CMS risk corridor provision, which is accounted for as a retrospectively rated contract in accordance with SSAP No. 66 - *Retrospectively Rated Contracts*. Receivables related to the CMS risk corridor provision are included in accrued retrospective premiums and contracts subject to redetermination on the Statutory Statement of Assets.

The Company's CMS payment is also subject to the CMS risk adjustment process for each member, which is accounted for as a contract subject to redetermination in accordance with SSAP No. 54. Receivables related to the CMS risk adjustment process are included in accrued retrospective premiums and contracts subject to redetermination on the Statutory Statement of Assets.

(14) Aggregate Health Claim Reserves

The reserve for future contingent benefits includes the estimated cost of services that will continue to be incurred after the Statutory Statements of Liabilities, Capital and Surplus date if the Company is obligated to pay for such services in accordance with contract provisions or regulatory requirements. These balances are recorded in aggregate health claim reserves in the Statutory Statements of Liabilities, Capital and Surplus and are estimated using a percentage of current hospital and medical costs, which is based on the Company's historical cost experience.

(15) Investment Income Due and Accrued

Accrued investment income consists primarily of interest. Interest is recognized on an accrual basis and dividends are recorded as earned on the ex-dividend date. Due and accrued income is not recorded on: (a) bonds in default; and (b) bonds delinquent more than 90 days or where collection of interest is improbable. At December 31, 2020 and 2019, the Company did not have any nonadmitted investment income due and accrued.

(16) Covered and Uncovered Expenses and Related Liabilities

Covered expenses and related liabilities represent costs for health care expenses for which a member is not responsible in the event of the insolvency of the Company. Uncovered expenses and related liabilities represent costs to the Company for health care services that are the obligation of the Company and for which a member may also be liable in the event of the Company's insolvency.

(17) Fees Paid to the Federal Government by Health Insurers

SSAP No. 106 - *Affordable Care Act Section 9010 Assessment* ("SSAP No. 106") required (1) that the annual fee be recognized in full on January 1 of the fee year (the calendar year in which the assessment must be paid to the federal government), in the operating expense category of general administrative expenses, excluding federal income taxes and (2) that in each data year preceding a fee year a reporting entity pro-ratably accrue by reclassifying from unassigned surplus to special surplus funds an amount equal to its estimated subsequent fee year assessment. This reclassification has no impact on total capital and surplus and is reversed in full on January 1 of the fee year. See Note 22 for disclosure of all amounts related to the annual fee for the Company.

(18) The Patient Protection and Affordable Care Act and the Health Care and Education Reconciliation Act of 2010's (collectively, the "ACA") Risk Adjustment

The ACA established a permanent risk adjustment program to transfer funds from qualified individual and small group insurance plans with below average risk scores to plans with above average risk scores. Based on the risk of the Company's qualified plan members relative to the average risk of members of other qualified plans in comparable markets, the Company estimates its ultimate risk adjustment receivable or payable for the current calendar year and reflects the impact as an adjustment to its premium revenue in accordance with SSAP No. 107.

(19) Federal and State Income and Premium Taxes

Aetna Inc. ("Aetna") and its wholly-owned subsidiaries are included in the consolidated federal income tax return of its ultimate parent company, CVS Health, pursuant to the terms of a tax sharing agreement. In accordance with the agreement, the Company's current federal and state income tax provisions are generally computed as if the Company were filing a separate federal and state income tax return; current income tax benefits, including those resulting from net operating losses, are recognized to the extent expected to be realized in the consolidated return. Pursuant to the agreement, the Company has the enforceable right to recoup federal and state income taxes paid in prior years in the

NOTES TO FINANCIAL STATEMENTS

event of future net losses, which it may incur, or to recoup its net losses carried forward as an offset to future net income subject to federal and state income taxes.

Income taxes are accounted for under the asset and liability method. Deferred income tax assets ("DTAs") and liabilities ("DTLs") represent the expected future tax consequences of temporary differences generated by statutory accounting as defined in SSAP No. 101 - *Income Taxes*. DTAs and DTLs are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. DTAs and DTLs are computed by means of identifying temporary differences which are measured using a balance sheet approach whereby statutory and tax basis balance sheets are compared. Current income tax recoverables include all current income taxes, including interest, reasonably expected to be recovered in a subsequent accounting period.

Pursuant to SSAP No. 101, gross DTAs are first reduced by a statutory valuation allowance adjustment to an amount that is more likely than not to be realized ("adjusted gross DTAs"). Adjusted gross DTAs are then admitted in an amount equal to the sum of paragraphs a. b. and c. below:

a. Federal income taxes paid in prior years that can be recovered through loss carrybacks for existing temporary differences that reverse during a timeframe corresponding with Internal Revenue Code ("IRC") tax loss carryback provisions.

b. The amount of adjusted gross DTAs, after the application of paragraph a. above, expected to be realized within the applicable period and that is no greater than the applicable percentage as determined using the applicable Realization Threshold Limitation Table. The applicable period refers to the number of years in which the DTA will reverse in the Company's tax return and the applicable percentage refers to the percentage of the Company's statutory capital and surplus as required to be shown on the statutory balance sheet adjusted to exclude any net DTAs, electronic data processing equipment and operating system software and any net positive goodwill ("Stat Cap ExDTA").

   The Realization Threshold Limitation Tables allow DTAs to be admitted based upon either realization within 3 years and 15% of Stat Cap ExDTA, 1 year and 10% of Stat Cap ExDTA, or no DTA admitted pursuant to this paragraph b. In general, the Realization Threshold Limitation Tables allow the Company to admit more DTAs if total DTAs as reported by the Company are a smaller percentage of statutory capital and surplus.

c. The amount of gross DTAs, after the application of paragraphs a. and b. above that can be offset against existing gross DTLs. In applying this offset, the Company considers the character (i.e. ordinary versus capital) of the DTAs and DTLs such that offsetting would be permitted in the tax return under existing enacted federal income tax laws and regulations and the reversal patterns of temporary differences.

Changes in DTAs and DTLs are recognized as a separate component of gains and losses in surplus ("Change in net deferred income tax") except to the extent allocated to changes in unrealized gains and losses. Changes in DTAs and DTLs allocated to unrealized gains and losses are netted against the related changes in unrealized gains and losses and are reported as "Change in net unrealized capital gains (losses)", also a separate component of gains and losses in surplus.

The Company is subject to state income taxes in various states. State income tax expense is recorded in general administrative expenses in the Statutory Statements of Revenue and Expenses.For the years ended December 31, 2020 and 2019, the Company incurred state income tax expenses of $278,181 and $193,991, respectively.The Company's had state income tax payables of $122,492 and $243,565 at December 31, 2020 or 2019 included in general expenses due or accrued in the Statutory Statements of Liabilities, Capital and Surplus.

The Company is subject to premium taxes in various states. These tax expenses were recorded in general administrative expenses in the Statutory Statements of Revenue and Expenses. The expenses for these taxes were $3,582 and $(4,432) for the years ended December 31, 2020 and 2019, respectively. The Company had an overpayment of premium taxes of $1,704 and $30,269 at December 31, 2020 and 2019, respectively, which were included as a write-in in the Statutory Statements of Assets.

(20) Reinsurance

In the normal course of business, the Company seeks to reduce the loss that may arise from catastrophes or other events that cause unfavorable underwriting results and to help balance its risks and capital by reinsuring certain levels of risk with other insurance enterprises. The reinsurance coverage does not relieve the Company of its primary obligations. Reinsurance premiums and reserves related to reinsured business are accounted for on a basis consistent with those used in accounting for the original policies issued and the terms of the reinsurance contracts. Premiums and claims ceded and the related unpaid reserves have been reported as reductions of these items. The reinsurance agreements are more fully discussed in Notes 10 and 23.

D. Going Concern

As of February 25, 2021, management evaluated whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern and management has determined that it is not probable that the Company will be unable to meet its obligations as they become due within one year after the financial statements are available to be issued. Management will continuously evaluate the Company's ability to continue as a going concern and will take appropriate action and will make appropriate disclosures if there is any change in any condition or events that would raise substantial doubt about the Company's ability to continue as a going concern.

NOTES TO FINANCIAL STATEMENTS

2. Accounting Changes and Corrections of Errors

Effective for the period ended March 31, 2020, the Company prospectively began reporting its risk adjustment considerations from the Centers for Medicare & Medicaid Services ("CMS") related to its Medicare products as "Accrued retrospective premiums and contracts subject to redetermination." Prior to the period ended March 31, 2020, these balances were reported as part of "Uncollected premiums and agents' balances in the course of collection." These balances were $1,676,358 and $2,130,875 at December 31, 2020 and December 31, 2019, respectively. The reclassification is a conforming change in reporting to ensure proper classification of these considerations amongst the Company and its affiliates. There was no impact to the Company's capital and surplus as a result of this reclassification, and accordingly, there was no adjustment to unassigned funds (surplus) in the period of the reclassification.

Effective for the year ended December 31, 2020, the Company prospectively began reporting its claims related to home health and mental health services as "Other professional services" on the Statutory Statements of Revenue and Expenses. Prior to 2020, these claims were reported as "Hospital/medical benefits." Also effective for the year ended December 31, 2020, the Company began reporting specialty capitation expenditures as "Hospital/medical benefits." Prior to 2020 these claims were reported as "Other professional services." The net impact of these balances were $6,042,422 and $10,763,900 at December 31, 2020 and 2019, respectively. The reclassification is a change in reporting to ensure proper classification of these claims. There was no impact to the Company's capital and surplus as a result of this reclassification, and accordingly, there was no adjustment to unassigned funds (surplus) in the period of the reclassification.

The Company did not have any correction of errors in the years ended December 31, 2020 or 2019.

3. Business Combinations and Goodwill

The Company was not a part of any business combinations that involved the statutory purchase method, a statutory merger, an assumption reinsurance, or an impairment loss in the years ending December 31, 2020 and 2019.

4. Discontinued Operations

The Company did not have any operations receiving discontinued operations accounting treatment during the years ending December 31, 2020 and 2019.

5. Investments

A. The Company did not have any mortgage loans, including Mezzanine Real Estate Loans, at December 31, 2020 or 2019.

B. The Company did not have any debt restructuring in the years ending December 31, 2020 or 2019.

C. The Company did not have any reverse mortgages at December 31, 2020 or 2019.

D. Loan-Backed Securities

(1) Prepayment assumptions for single class and multi-class mortgage-backed/loan-backed securities were obtained from industry market sources.

(2) The Company did not recognize any other-than-temporary impairments ("OTTI") on loan-backed and structured securities in which the Company had the (1) intent to sell, (2) did not have the intent and ability to retain for a period of time sufficient to recover the amortized cost basis or (3) present value of cash flows expected to be collected is less than the amortized cost basis of the securities in accordance with SSAP No. 43R - *Loan-Backed and Structured Securities* ("SSAP No. 43R") at December 31, 2020.

(3) The Company had no recognized OTTI on loan-backed and structured securities currently held, in which the present value of cash flows expected to be collected is less than the amortized cost basis at December 31, 2020.

(4) The Company had no unrealized loss position on loan-backed and structured securities held by the Company at December 31, 2020

(5) Not applicable.

E. The Company had no dollar repurchase agreements and/or securities lending transactions at December 31, 2020.

F. The Company did not have any repurchase agreements transactions accounted for as secured borrowing at December 31, 2020.

G. The Company did not have any reverse repurchase agreements transactions accounted for as secured borrowing at December 31, 2020.

H. The Company did not have any repurchase agreements transactions accounted for as a sale at December 31, 2020.

I. The Company did not have any reverse repurchase agreements transactions accounted for as a sale at December 31, 2020.

J. The Company did not have any real estate at December 31, 2020.

NOTES TO FINANCIAL STATEMENTS

K. The Company did not have any low-income housing tax credits at December 31, 2020 or 2019.

L. Restricted Assets

(1) Restricted assets (including pledged):

Restricted Category	1 Total Gross (Admitted & Nonadmitted) Restricted from Current Year	2 Total Gross (Admitted & Nonadmitted) Restricted from Prior Year	3 Increase/ (Decrease) (1 minus 2)	4 Total Current Year Nonadmitted Restricted	5 Total Current Year Admitted Restricted (1 minus 4)	6 Gross (Admitted & Nonadmitted) Restricted to Total Assets (a)	7 Admitted Restricted to Total Admitted Assets (b)
a. Restricted Asset Category: Subject to contractual obligation for which liability is not shown						0.0	0.0
b. Collateral held under security lending agreements						0.0	0.0
c. Subject to repurchase agreements						0.0	0.0
d. Subject to reverse repurchase agreements						0.0	0.0
e. Subject to dollar repurchase agreements						0.0	0.0
f. Subject to dollar reverse repurchase agreements						0.0	0.0
g. Placed under option contracts						0.0	0.0
h. Letter stock or securities restricted as to sale - excluding FHLB capital stock						0.0	0.0
i. FHLB capital stock						0.0	0.0
j. On deposit with states	$ 2,940,571	$ 3,345,490	$ (404,919)		$ 2,940,571	3.4	3.5
k. On deposit with other regulatory bodies						0.0	0.0
l. Pledged collateral to FHLB (including assets backing funding agreements)						0.0	0.0
m. Pledged as collateral not captured in other categories						0.0	0.0
n. Other restricted assets						0.0	0.0
o. Total Restricted Assets	$ 2,940,571	$ 3,345,490	$ (404,919)	$ —	$ 2,940,571	3.4	3.5

(a) Column 1 divided by Asset Page, Column 1, Line 28
(b) Column 5 divided by Asset Page, Column 3, Line 28

(2) The Company did not have any assets pledged as collateral not captured in other categories at December 31, 2020 or 2019.

(3) The Company did not have any other restricted assets at December 31, 2020 or 2019.

(4) The Company did not have any collateral received and reflected within its financial statements at December 31, 2020.

M. The Company did not have any working capital finance investments at December 31, 2020.

N. The Company did not have any offsetting and netting of derivative, repurchase and reverse repurchase, and securities borrowing and securities lending assets or liabilities at December 31, 2020.

O. The Company did not have any 5GI securities at December 31, 2020 or 2019.

P. The Company did not have any short sales within the reporting period.

Q. Prepayment Penalty and Acceleration Fees at December 31, 2020

Prepayment Penalty and Acceleration Fees	General Account
1. Number of CUSIPs	5
2. Aggregate Amount of Investment Income	$ 15,153

6. Joint Ventures, Partnerships, and Limited Liability Companies

A. The Company did not have any joint ventures, partnerships, or limited liability companies that exceeded 10% of its admitted assets at December 31, 2020 or 2019.

B. The Company does not have any impaired investments in joint ventures, partnerships, or limited liability companies at December 31, 2020 or 2019.

NOTES TO FINANCIAL STATEMENTS

7. Investment Income

A. Due and accrued income was excluded from surplus on the following bases:

Bonds - where collection of interest is uncertain.

B. There was no amount excluded at December 31, 2020 or 2019.

8. Derivative Instruments

The Company did not have any derivative instruments at December 31, 2020 or 2019.

9. Income Taxes

A.

(1) The components of the net DTAs recognized in the Company's Statutory Statements of Assets and Liabilities, Capital and Surplus are as follows:

	12/31/2020			12/31/2019			Change		
	(1) Ordinary	(2) Capital	(3) (Col. 1 + 2) Total	(4) Ordinary	(5) Capital	(6) (Col. 4 + 5) Total	(7) (Col. 1 - 4) Ordinary	(8) (Col. 2 - 5) Capital	(9) (Col. 7 + 8) Total
(a) Gross Deferred Tax Assets	$ 556,611	$ 127,774	$ 684,385	$ 597,846	$ 114,651	$ 712,497	$ (41,235)	$ 13,123	$ (28,112)
(b) Statutory Valuation Allowance Adjustment	—	—	—	—	—	—	—	—	—
(c) Adjusted Gross Deferred Tax Assets (1a - 1b)	556,611	127,774	684,385	597,846	114,651	712,497	(41,235)	13,123	(28,112)
(d) Deferred Tax Assets Nonadmitted	122,399	—	122,399	255,563	—	255,563	(133,164)	—	(133,164)
(e) Subtotal Net Admitted Deferred Tax Asset (1c - 1d)	434,212	127,774	561,986	342,283	114,651	456,934	91,929	13,123	105,052
(f) Deferred Tax Liabilities	38,218	131,662	169,880	40,606	126,329	166,935	(2,388)	5,333	2,945
(g) Net Admitted Deferred Tax Asset/(Net Deferred Tax Liability) (1e - 1f)	$ 395,994	$ (3,888)	$ 392,106	$ 301,677	$ (11,678)	$ 289,999	$ 94,317	$ 7,790	$ 102,107

(2) The amount of admitted gross DTAs admitted under each component of SSAP No. 101:

	12/31/2020			12/31/2019			Change		
	(1) Ordinary	(2) Capital	(3) (Col. 1 + 2) Total	(4) Ordinary	(5) Capital	(6) (Col. 4 + 5) Total	(7) (Col. 1 - 4) Ordinary	(8) (Col. 2 - 5) Capital	(9) (Col. 7 + 8) Total
Admission Calculation Components SSAP No. 101									
(a) Federal Income Taxes Paid In Prior Years Recoverable Through Loss Carrybacks.	$ 295,941	$ 1,207	$ 297,148	$ 300,883	$ 1,093	$ 301,976	$ (4,942)	$ 114	$ (4,828)
(b) Adjusted Gross Deferred Tax Assets Expected To Be Realized (Excluding The Amount Of Deferred Tax Assets From 2(a) above) After Application of the Threshold Limitation. (The Lesser of 2(b)1 and 2(b)2 Below)	94,958	—	94,958	794	—	794	94,164	—	94,164
1. Adjusted Gross Deferred Tax Assets Expected to be Realized Following the Balance Sheet Date.	94,958	—	94,958	794	—	794	94,164	—	94,164
2. Adjusted Gross Deferred Tax Assets Allowed per Limitation Threshold.	XX	XX	6,456,382	XX	XX	6,259,685	XX	XX	196,697
(c) Adjusted Gross Deferred Tax Assets (Excluding The Amount Of Deferred Tax Assets From 2(a) and 2(b) above) Offset by Gross Deferred Tax Liabilities.	43,313	126,567	169,880	40,606	113,558	154,164	2,707	13,009	15,716
(d) Deferred Tax Assets Admitted as the result of application of SSAP No. 101. Total (2(a) + 2(b) + 2(c))	$ 434,212	$ 127,774	$ 561,986	$ 342,283	$ 114,651	$ 456,934	$ 91,929	$ 13,123	$ 105,052

(3)

	2020	2019
(a) Ratio Percentage Used To Determine Recovery Period And Threshold Limitation Amount.	1,087 %	965 %
(b) Amount Of Adjusted Capital And Surplus Used To Determine Recovery Period And Threshold Limitation In 2(b)2 Above.	$ 43,042,547	$ 41,731,230

(4) The impact of tax planning strategies is as follows:

NOTES TO FINANCIAL STATEMENTS

	12/31/2020		12/31/2019			
	(1) Ordinary	(2) Capital	(3) Ordinary	(4) Capital	(5) (Col. 1 - 3) Ordinary	(6) (Col. 2 - 4) Capital
Impact of Tax Planning Strategies:						
(a) Determination of adjusted gross deferred tax assets and net admitted deferred tax assets, by tax character as a percentage.						
1. Adjusted Gross DTAs amount from Note 9A1(c)	$ 556,611	$ 127,774	$ 597,846	$ 114,651	$ (41,235)	$ 13,123
2. Percentage of adjusted gross DTAs by tax character attributable to the impact of tax planning strategies	— %	— %	— %	— %	— %	— %
3. Net Admitted Adjusted Gross DTAs amount from Note 9A1(e)	434,212	127,774	342,283	114,651	91,929	13,123
4. Percentage of net admitted adjusted gross DTAs by tax character admitted because of the impact of tax planning strategies	— %	— %	— %	— %	— %	— %

(b) Do the Company's tax-planning strategies include the use of reinsurance? Yes [ ] No [X]

B. There are no DTLs that were not recognized at December 31, 2020 or 2019.

C. Current income taxes incurred consist of the following major components:

NOTES TO FINANCIAL STATEMENTS

		(1) 12/31/2020	(2) 12/31/2019	(3) (Col. 1 - 2) Change
1.	Current Income Tax			
	(a) Federal	$ 2,161,738	$ 1,408,356	$ 753,382
	(b) Foreign	—		—
	(c) Subtotal	2,161,738	1,408,356	753,382
	(d) Federal income tax on net capital gains	(20,731)	171,181	(191,912)
	(e) Utilization of capital loss carry-forwards	—		—
	(f) Other	—		—
	(g) Federal and foreign income taxes incurred	2,141,007	1,579,537	561,470
2.	Deferred Tax Assets:			
	(a) Ordinary:			
	(1) Discounting of unpaid losses	78,664	79,425	(761)
	(2) Unearned premium reserve	1,965	2,049	(84)
	(3) Policyholder reserves	—	16,998	(16,998)
	(4) Investments	—	—	—
	(5) Deferred acquisition costs	—	—	—
	(6) Policyholder dividends accrual	—	—	—
	(7) Fixed Assets	—	—	—
	(8) Compensation and benefits accrual	—	—	—
	(9) Pension accrual	—	—	—
	(10) Receivables - nonadmitted	133,687	192,691	(59,004)
	(11) Net operating loss carry-forward	—	—	—
	(12) Tax credit carry-forward	—	—	—
	(13) Other (including items <5% of total ordinary tax assets)	342,295	306,683	35,612
	(99) Subtotal	556,611	597,846	(41,235)
	(b) Statutory valuation allowance adjustment	—	—	—
	(c) Nonadmitted	122,399	255,563	(133,164)
	(d) Admitted ordinary deferred tax assets (2a99 - 2b - 2c)	434,212	342,283	91,929
	(e) Capital:			
	(1) Investments	127,001	113,062	13,939
	(2) Net capital loss carry-forward	—	—	—
	(3) Real estate	—	—	—
	(4) Other (including items <5% of total ordinary tax assets)	773	1,589	(816)
	(99) Subtotal	127,774	114,651	13,123
	(f) Statutory valuation allowance adjustment	—	—	—
	(g) Nonadmitted	—	—	—
	(h) Admitted capital deferred tax assets (2e99 - 2f - 2g)	127,774	114,651	13,123
	(i) Admitted deferred tax assets (2d + 2h)	561,986	456,934	105,052
3.	Deferred Tax Liabilities:			
	(a) Ordinary:			
	(1) Investments	11,959	8,310	3,649
	(2) Fixed assets	—	—	—
	(3) Deferred and uncollected premium	—	—	—
	(4) Policyholder reserves	—	—	—
	(5) Other (including items <5% of total ordinary tax liabilities)	26,259	32,296	(6,037)
	(99) Subtotal	38,218	40,606	(2,388)
	(b) Capital:			
	(1) Investments	131,662	126,329	5,333
	(2) Real estate	—	—	—
	(3) Other (including items <5% of total capital tax liabilities)	—	—	—
	(99) Subtotal	131,662	126,329	5,333
	(c) Deferred tax liabilities (3a99 + 3b99)	169,880	166,935	2,945
4.	Net deferred tax assets/liabilities (2i - 3c)	$ 392,106	$ 289,999	$ 102,107

The change in net deferred income taxes is comprised of the following:

	12/31/2020	12/31/2019	Change
Total Deferred Tax Assets	$ 684,385	$ 712,497	$ (28,112)
Total Deferred Tax Liabilities	(169,880)	(166,935)	(2,945)
Net Deferred Tax Assets/(Liabilities)	514,505	545,562	(31,057)
Tax Effect of Unrealized Gains/(Losses)			816
Change in Net Deferred Income Tax			$ (30,241)

NOTES TO FINANCIAL STATEMENTS

There was no valuation allowance adjustment to gross DTAs at December 31, 2020 or 2019. The Company bases its estimates of the future realization of DTAs primarily on historic taxable income and existing DTLs.

D. The provision for federal income taxes is different from that which would be obtained by applying the statutory federal income tax rate to income before income taxes. The items causing this difference were as follows:

	12/31/2020	Effective Tax Rate	12/31/2019	Effective Tax Rate
Provision computed at statutory rate	$ 1,547,166	21.0 %	$ 1,797,314	21.0 %
Health insurer fee	706,041	9.6 %	—	0.0 %
Transfer pricing adjustment	(278,713)	(3.8)%	(531,580)	(6.2)%
Tax-exempt interest	(28,105)	(0.4)%	(14,241)	(0.2)%
Change in nonadmitted assets	59,004	0.8 %	(38,535)	(0.5)%
Prior year true-up	165,856	2.3 %	(81,140)	(0.9)%
Change in valuation allowance adjustment	—	0.0 %	(226,581)	(2.6)%
Penalties	—	0.0 %	383,046	4.5 %
Other	(1)	0.0 %	190	0.0 %
Total	$ 2,171,248	29.5 %	$ 1,288,473	15.1 %
Federal and foreign income taxes incurred	$ 2,141,007	29.1 %	$ 1,579,537	18.5 %
Change in net deferred income taxes	30,241	0.4 %	(291,064)	(3.4)%
Total statutory income taxes	$ 2,171,248	29.5 %	$ 1,288,473	15.1 %

The transfer pricing adjustment allows taxpayers to apply different methods to price current period intercompany services at arm's length prices (i.e., prices at which unrelated entities would be willing to transact), which results in a permanent deduction for tax reporting purposes.

E.

(1) At December 31, 2020 and 2019, the Company had no net capital loss or net operating loss carryforwards for tax purposes.

(2) The amount of federal income taxes incurred that is available for recoupment in the event of future net losses is as follows:

Year	Ordinary	Capital	Total
2020	$ 2,005,809	$ —	$ 2,005,809
2019	1,649,203	171,181	1,820,384
2018 Stub 2	N/A	—	—
Total	$ 3,655,012	$ 171,181	$ 3,826,193

(3) The Company did not report any deposits as admitted assets under Internal Revenue Code Section 6603 at December 31, 2020 and 2019.

F.

(1) At December 31, 2020, the Company's Federal Income Tax Return was consolidated with the following entities:

@ Credentials Inc.
ACS Acqco Corp.
ADMINCO, Inc.
Advanced Care Scripts, Inc.
Aetna Better Health Inc. (NJ)
Aetna Better Health Inc. (OH)
Aetna Better Health of California, Inc.
Aetna Better Health of Illinois Inc.
Aetna Better Health of Kentucky Insurance Co.
Aetna Better Health of Missouri LLC
Aetna Better Health of North Carolina, Inc.
Aetna Better Health of Texas, Inc.
Aetna Better Health Premier Plan MMAI Inc.
Aetna Better Health, Inc. (LA)
Aetna Dental Inc. (New Jersey)
Aetna Dental of California, Inc.
Aetna Health Inc. (Connecticut)
Aetna Health Inc. (Georgia)
ACCENDO INSURANCE COMPANY
Active Health Management, Inc.
Administrative Enterprises, Inc.
Aetna Better Health Inc. (Georgia)
Aetna Better Health Inc. (NY)
Aetna Better Health Inc. (Tennessee)
Aetna Better Health of Florida, Inc.
Aetna Better Health of Kansas Inc.
Aetna Better Health of Michigan, Inc.
Aetna Better Health of Nevada Inc.
Aetna Better Health of Oklahoma Inc.
Aetna Better Health of Washington, Inc.
Aetna Better Health, Inc. (Connecticut)
Aetna Better Health, Inc. (PA)
Aetna Dental Inc. (Texas)
Aetna Florida, Inc.
Aetna Health Inc. (Florida)
Aetna Health Inc. (LA)

NOTES TO FINANCIAL STATEMENTS

Aetna Health Inc. (Maine)
Aetna Health Inc. (NY)
Aetna Health Inc. (Texas)
Aetna Health Insurance Company of New York
Aetna Health of Iowa, Inc
Aetna Health of Ohio, Inc.
Aetna HealthAssurance Pennsylvania, Inc.
Aetna Integrated Informatics, Inc.
Aetna Ireland Inc.
Aetna Risk Assurance Company of Connecticut
ALABAMA CVS PHARMACY, L.L.C.
Apria Finance Holdings, Inc.
BRUIN ACQUISITION CO., INC.
Carefree Insurance Services, Inc.
Claims Administration Corporation
CONNECTICUT CVS PHARMACY, L.L.C.
Coram Clinical Trials, Inc.
CORAM HEALTHCARE CORPORATION OF FLORIDA
Coram Healthcare Corporation of Greater New York
Coram Healthcare Corporation of Massachusetts
Coram Healthcare Corporation of Nevada
Coram Healthcare Corporation of Northern California
CORAM HEALTHCARE CORPORATION OF SOUTHERN FLORIDA
Coventry Consumer Advantage, Inc.
Coventry Health Care National Accounts, Inc.
Coventry Health Care of Illinois, Inc.
Coventry Health Care of Missouri, Inc.
Coventry Health Care of Virginia, Inc.
Coventry Health Plan of Florida, Inc.
Coventry Prescription Management Services, Inc.
Coventry Transplant Network, Inc.
CVS ARCLIGHT, INC.
CVS FOREIGN, INC. #9736
CVS INTERNATIONAL, L.L.C.
CVS PR Center, Inc.
CVS WWRE, INC.
Delaware Physicians Care, Inc.
Echo Merger Sub, Inc
Evergreen Pharmaceutical of California, Inc.
First Health Life and Health Insurance Company
Group Dental Service of Maryland, Inc.
Health and Human Resource Center, Inc.
Health Re, Inc.
HOLIDAY CVS, L.L.C.
JHC Acquisition, LLC
Managed Care Coordinators, Inc.
MASSACHUSETTS CVS PHARMACY, INC.
MELVILLE REALTY CO., INC.
Mental Health Network of New York IPA, Inc.
MHNet Life and Health Insurance Company
MINUTECLINIC DIAGNOSTIC OF ILLINOIS, LLC
MinuteClinic Telehealth Services of Texas Association
NCS Healthcare, LLC
NeighborCare Pharmacy Services, Inc.
NeighborCare, Inc.
NORTH CAROLINA CVS PHARMACY, L.L.C.
Omnicare Holding Company
PayFlex Holdings, Inc.
PENNSYLVANIA LIFE INSURANCE COMPANY
Precision Benefit Services, Inc.
Prodigy Health Group, Inc.
Resources for Living, LLC
RICHMOND HEIGHTS ACQUISITION CORP.
SILVERSCRIPT INSURANCE COMPANY
T2 Medical, Inc.
The Vasquez Group, Inc.
UAC HOLDING, INC.
Work & Family Benefits, Inc.
Aetna Health Inc. (New Jersey)
Aetna Health Inc. (Pennsylvania)
Aetna Health Insurance Co
Aetna Health of California Inc.
Aetna Health of Michigan Inc.
Aetna Health of Utah, Inc.
Aetna Inc.
Aetna International Inc.
Aetna Life & Casualty (Bermuda) Limited
Aetna Student Health Agency, Inc.
American Health Holding, Inc.
AUSHC Holdings, Inc. (CT)
bswift, LLC
CAREMARK ULYSSES HOLDING CORP.
Cofinity, Inc.
CORAM ALTERNATE SITE SERVICES, INC.
Coram Healthcare Corporation of Alabama
CORAM HEALTHCARE CORPORATION OF GREATER D.C.
Coram Healthcare Corporation of Indiana
Coram Healthcare Corporation of Mississippi
Coram Healthcare Corporation of North Texas
Coram Healthcare Corporation of Southern California
Coram Healthcare Corporation of Utah
Coventry Health and Life Insurance Company
Coventry Health Care National Network, Inc.
Coventry Health Care of Kansas, Inc.
Coventry Health Care of Nebraska, Inc.
Coventry Health Care of West Virginia, Inc.
Coventry HealthCare Management Corporation
Coventry Rehabilitation Services, Inc.
CVS AOC Corporation
CVS CAREMARK INDEMNITY LTD.
CVS HEALTH CORPORATION
CVS PHARMACY INC.
CVS RX SERVICES, INC. #0886
DELAWARE CVS PHARMACY, L.L.C.
E.T.B., INC.
ECKERD CORPORATION OF FL, INC.
First Health Group Corp.
Florida Health Plan Administrators, LLC
Group Dental Service, Inc.
Health Data & Management Solutions, Inc.
HealthAssurance Pennsylvania, Inc.
IOWA CVS PHARMACY, L.L.C.
KENTUCKY CVS PHARMACY, L.L.C.
MARYLAND CVS PHARMACY, L.L.C.
Med World Acquisition Corp.
Mental Health Associates, Inc.
Meritain Health, Inc.
MHNet of Florida, Inc.
MinuteClinic Physician Practice of Texas
NCS Healthcare of Kentucky, Inc.
NeighborCare Holdings, Inc.
NeighborCare Services Corporation
Niagara Re, Inc.
OKLAHOMA CVS PHARMACY, L.L.C.
Omnicare, Inc.
PayFlex Systems USA, Inc.
Performax, Inc.
PrimeNet, Inc.
Professional Risk Management, Inc.
RETRAC, INC. #107
Schaller Anderson Medical Administrators Inc
SKY ACQUISITION LLC
TENNESSEE CVS PHARMACY, L.L.C.
U.S. Healthcare Properties, Inc.
VIRGINIA CVS PHARMACY, L.L.C.

NOTES TO FINANCIAL STATEMENTS

(2) As explained in Note 1, the Company participates in a tax sharing agreement with its parent and affiliates.

G. The Company does not have any tax loss contingencies for which it is reasonably possible that the total liability will significantly increase within twelve months of the reporting date.

H. The Company was not subject to the Repatriation Transition Tax at December 31, 2020.

I. The Company did not recognize any gross Alternative Minimum Tax credit at December 31, 2020.

10. Information Concerning Parent, Subsidiaries, Affiliates, and Other Related Parties

A. and B.:

Transactions occurring between the Company and its parent, subsidiaries and affiliates excluding reinsurance transactions and non-insurance transactions involving less than ½ of 1% of the Company's total admitted assets and cost allocation transactions follow:

December 31, 2020

				Assets received by insurer		Assets transferred by insurer	
Date of transaction	Explanation of transaction	Name of reporting entity	Name of affiliate	Statement value	Statement description	Statement value	Statement description
December 7, 2020	Ordinary Dividend	Aetna Health of Utah Inc.	Aetna Health Holdings	$ —		$ 4,200,000	Cash

December 31, 2019

				Assets received by insurer		Assets transferred by insurer	
Date of transaction	Explanation of transaction	Name of reporting entity	Name of affiliate	Statement value	Statement description	Statement value	Statement description
December 5, 2019	Ordinary Dividend	Aetna Health of Utah Inc.	Aetna Health Holdings	$ —		$ 3,500,000	Cash

C. The Company did not have any transactions with related parties who are not reported on Schedule Y at December 31, 2020.

D. At December 31, 2020 and 2019, the Company had the following amounts due to and due from affiliates, which exclude amounts related to pharmacy rebate transactions as discussed more fully in Note 28 and the Company's reinsurance agreements if applicable.

	December 31 2020	2019
Amounts due to affiliates		
Aetna Health Management, LLC	$ 1,633,956	$ 7,646,108
	$ 1,633,956	$ 7,646,108

	December 31 2020	2019
Amounts due from affiliates		
Coventry Health and Life Insurance Company	—	227,352
	$ —	$ 227,352

The terms of settlement require that these amounts be settled within 45 days after the end of the calendar quarter.

E. As of and for the years ended December 31, 2020 and 2019, the Company had the following significant transactions with affiliates:

The Company and Aetna Health Management, LLC ("AHM") are parties to an administrative services agreement, under which AHM provides certain administrative services, including accounting and processing of premiums and claims. Under this agreement, the Company remits a percentage of its earned commercial and Medicare premium revenue, as applicable, to AHM as a fee, subject to an annual true up mechanism as defined in the agreement. Under the agreement, this true-up is due to be settled with the affiliate by April 15th of the following contract year (which is January 1 to December 31 annually). The terms of settlement require that these amounts be settled within 45 days after the end of the calendar quarter. The agreement was amended effective January 1, 2020 and approved by the Utah Insurance Department on December 19, 2019. The amendment allows other affiliates to provide services in accordance to a schedule of services and pricing. For these services, the Company was charged $16,970,019 and $20,051,785 in 2020 and 2019, respectively

NOTES TO FINANCIAL STATEMENTS

The Company is a party to an agreement which enables the Company to receive manufacturers' pharmacy rebates from AHM under which the Company remits a percentage of its earned pharmaceutical rebates to AHM as a fee. The Company earned pharmaceutical rebates of $12,819,495 and $11,604,300, which were recorded as a reduction of medical costs, in 2020 and 2019, respectively. The Company was charged $1,159,674, which was recorded as administrative expenses, for these services in 2019. The Company was not charged for these services in 2020 as AHM waived collection of the fee.

These agreements also provide for interest on all intercompany balances. Interest earned on amounts due from affiliates was $14,553 in 2020 and $57,100 in 2019. Interest incurred on amounts due to affiliates was $15,562 in 2020 and $43,373 in 2019.

As explained in Note 1, Aetna and its wholly-owned subsidiaries, including the Company, participate in a tax sharing agreement with CVS Health. All federal income tax receivables/payables are due from/due to CVS Health.

F. The Company does not have any guarantees or undertakings, written or otherwise, at December 31, 2020.

G. All outstanding shared of the Company are owned by Aetna Health Holdings, LLC, whose ultimate parent is CVS Health.

H. At December 31, 2020, the Company did not own shares of an upstream intermediate entity or CVS Health, either directly or indirectly.

I. At December 31, 2020, the Company did not hold any investments in any subsidiary, controlled or affiliated ("SCA") entity that exceeded 10% of the Company's admitted assets.

J. At December 31, 2020, the Company did not hold any investments in any impaired SCA entity.

K. At December 31, 2020, the Company did not hold any investments in any foreign insurance subsidiaries.

L. At December 31, 2020, the Company did not hold any investments in a downstream noninsurance holding company.

M. At December 31, 2020, the Company did not have any SCA investments.

N. At December 31, 2020, the Company did not have any investments in an insurance SCA.

O. The Company did not have any SCA or SSAP No. 48 entity investments where the Company's share of losses in the SCA exceeds its investment in the SCA.

11. Debt

A. The Company did not have any items related to debt, including capital notes at December 31, 2020.

B. The Company did not have any Federal Home Loan Bank agreements at December 31, 2020.

12. Retirement Plans, Deferred Compensation, Postemployment Benefits and Compensated Absences and Other Postretirement Benefit Plans

The Company did not have a retirement plan, deferred compensation plan, or other postretirement benefit plan at December 31, 2020 or 2019.

13. Capital and Surplus, Dividend Restrictions and Quasi-Reorganizations

A. The Company had 3,530,000 shares of common capital stock authorized, with 3,509,000 shares issued and outstanding at December 31, 2020 and 2019.

B. The Company had no shares of preferred stock issued and outstanding at December 31, 2020 or 2019.

C. Dividend Restrictions

Dividends on the Company's common capital stock are paid as declared by its Board of Directors, from earned surplus of the Company, not including surplus arising from the sale of stock. Generally, dividends may be paid on the Company's common capital stock without obtaining regulatory approval at an amount up to the greater of: a) the prior year net gain from operations, or b) ten percent of the prior year ending capital and surplus. In addition, the minimum Risk Based Capital requirements of the NAIC and, if applicable, the Utah Insurance Department must be maintained.

D. The Company paid $4,200,000 as an ordinary dividend to its parent on December 7, 2020.

The Company paid $3,500,000 as an ordinary dividend to its parent on December 5, 2019.

E. Within the limitations of (C) above, there are no other restrictions placed on the portion of the Company profits that may be paid as ordinary dividends to the stockholder.

F. There were no restrictions placed on the Company's surplus, including for whom the surplus is being held.

G. The Company had no advances to surplus not repaid.

NOTES TO FINANCIAL STATEMENTS

H. The Company did not hold any stock for any special purposes at December 31, 2020 or 2019.

I. Changes in the balances of special surplus funds from the prior year are due to the accrual of estimated 2020 ACA health insurer fees reclassified from unassigned funds (surplus) to aggregate write-ins for special surplus funds as discussed more fully in Note 1.

J. At December 31, 2020 and 2019, there were $3,887 and $566,775, respectively, of unassigned funds that was represented or reduced by unrealized gains and losses.

K. The Company has not issued any surplus notes or debentures or similar obligations at December 31, 2020 or 2019.

L. The Company did not participate in any quasi-reorganizations during the statement year.

M. The Company did not participate in any quasi-reorganizations in the past 10 years.

14. Liabilities, Contingencies and Assessments

A. The Company did not have any contingent commitments at December 31, 2020 or 2019.

B. Assessments

Guaranty Fund Assessments

(1) Under guaranty fund laws existing in all states, insurers doing business in those states can be assessed (in most states up to prescribed limits) for certain obligations of insolvent insurance companies to policyholders and claimants. The life and health insurance guaranty associations in which the Company participates that operate under these laws respond to insolvencies of long-term care insurers and life insurers as well as health insurers. The Company's assessments generally are based on a formula relating to the Company's health care premiums in the state compared to the premiums of other insurers. Certain states allow assessments to be recovered over time as offsets to premium taxes. Some states have similar laws relating to HMOs and/or other payers such as not-for-profit consumer-governed health plans established under the ACA.

In 2009, the Pennsylvania Insurance Commissioner placed long-term care insurer Penn Treaty Network America Insurance Company and one of its subsidiaries (collectively, "Penn Treaty") in rehabilitation, an intermediate action before insolvency, and subsequently petitioned a state court to convert the rehabilitation into a liquidation. Penn Treaty was placed in liquidation in March 2017. It is reasonably possible that in the future the Company may record a liability and expense relating to other insolvencies which could have a material adverse effect on the Company's results of operations, financial condition and cash flows, and the risk is heightened by any significant adverse impact of the COVID-19 pandemic on the solvency on other insurers, including long-term care and life insurers. While historically the Company has ultimately recovered more than half of guaranty fund assessments through statutorily permitted premium tax offsets, significant increases in assessments could lead to legislative and/or regulatory actions that limit future offsets.

(2) The following table is a reconciliation of assets recognized from paid and accrued premium tax offsets and policy surcharges:

a.	Assets recognized from paid and accrued premium tax offsets and policy surcharges prior year-end	$ 6,259
b.	Decreases current year:	
	Policy surcharges collected	—
	Policy surcharges charged off	—
	Premium tax offset applied	1,807
c.	Increases current year:	
	Policy surcharges collected	—
	Policy surcharges charged off	—
	Premium tax offset applied	2,564
d.	Assets recognized from paid and accrued premium tax offsets and policy surcharges current year-end	$ 7,016

(3) a. Discount rate applied 3.50%

b. The undiscounted and discounted amount of the guaranty fund assessments and related assets by insolvency:

Name of the insolvency	Guaranty Fund Assessment		Related Assets	
	Undiscounted	Discounted	Undiscounted	Discounted
Penn Treaty	$60,284	$41,570	$4,908	$4,451

c. Number of jurisdictions, ranges of years used to discount and weighted average number of years of the discounting time period for payables and recoverable by insolvency:

NOTES TO FINANCIAL STATEMENTS

	Payables			Recoverable		
Name of the Insolvency	Number of Jurisdictions	Range of years	Weighted average number of years	Number of Jurisdictions	Range of Years	Weighted average number of years
Penn Treaty	2	1-57	9	2	1-5	2

C. The Company did not have any gain contingencies at December 31, 2020 or 2019.

D. The Company did not have any claims related extra contractual obligation and bad faith losses stemming from lawsuits at December 31, 2020 or 2019.

E. The Company did not have any joint and several liability arrangements at December 31, 2020 or 2019.

F. Various liabilities arise in the normal course of the Company's business and have been recorded. In the opinion of management, any ultimate contingent losses will not have a material adverse effect on the Company's future results of operations and financial position. The Company, to the best of its knowledge, has no assets that it considers impaired that are not already recorded in the Company's books.

The Company maintains insurance coverage for certain litigation exposures in an amount it believes is reasonable.

15. Leases

The Company did not have any material lease obligations at December 31, 2020 or 2019.

16. Information about Financial Instruments with Off-Balance Sheet Risk and Financial Instruments with Concentrations of Credit Risk

The Company did not have any financial instruments with off-balance sheet risk or financial instruments with concentrations of credit risk at December 31, 2020 or 2019.

17. Sale, Transfer and Servicing of Financial Assets and Extinguishments of Liabilities

A. Transfers of Receivables Reported as Sales

The Company did not have any transfers of receivables reported as sales for the years ending December 31, 2020 or 2019.

B. Transfer and Servicing of Financial Assets

(1) The Company did not have any loaned securities at December 31, 2020 or 2019.

(2) and (3):

The Company did not have any servicing assets or liabilities at December 31, 2020 or 2019.

(4) The Company did not have any securitized financial assets at December 31, 2020 or 2019.

(5) The Company did not have any transfers of financial assets accounted for as secured borrowing at December 31, 2020 or 2019.

(6) The Company did not have any transfers of receivables with recourse at December 31, 2020 or 2019.

(7) The Company did not have any dollar repurchase or reverse repurchase agreements at December 31, 2020 or 2019.

C. Wash Sales

(1) In the course of the Company's asset management, securities are sold and reacquired within 30 days of the sale date to enhance the Company's yield on its investment portfolio.

(2) The Company had no securities sold during the year for the year ended December 31, 2020 and reacquired within 30 days of the sale date.

18. Gain or Loss to the Reporting Entity from Uninsured Plans and the Uninsured Portion of Partially Insured Plans

A. The Company did not serve as an Administrative Services Only ("ASO") plan administrator for uninsured accident and health plans or the uninsured portion of partially insured plans for the period ended December 31, 2020.

B. The Company did not serve as an Administrative Services Contract ("ASC") plan administrator for uninsured accident and health plans or the uninsured portion of partially insured plans for the period ended December 31, 2020.

C. Medicare or Similarly Structured Cost Based Reimbursement Contract:

NOTES TO FINANCIAL STATEMENTS

(1) Revenue from the Company's Medicare (or similarly structured cost based reimbursement contract) contract for the year 2020 was $69,637,307.

(2) As of December 31, 2020, the Company has recorded receivables from the following payors whose account balances are greater than 10% of the Company's amounts receivable from uninsured accident and health plans or $10,000:

Centers for Medicare and Medicaid Services $1,850,767

(3) In connection with the Company's Medicare (or similarly structured cost based reimbursement contract) contract, the Company has recorded allowance and reserves for adjustment of recorded revenues as and if applicable.

(4) CMS periodically perform audits of Medicare revenue and may seek return of premium payments made to the Company if risk adjustment factors are not properly supported by medical record data. The Company estimates and records reserves for CMS audits based on information available at the time the estimates are made. Although the Company believes it maintains appropriate reserves for its exposure to the CMS audits, actual results could differ materially from those estimates.

19. Direct Premium Written/Produced by Managing General Agents/Third Party Administrators

The Company did not have any material direct premiums written through/produced by managing general agents or third party administrators for the years ended December 31, 2020 and 2019.

20. Fair Value Measurements

A.

(1) The Company had no material assets and liabilities that are measured and reported at fair value in the financial statements as of December 31, 2020 and 2019.

(2) There were no material realized and unrealized capital gains, purchases, sales, settlements, or transfers into or out of the Company's Level 3 financial assets during 2020 or 2019.

(3) Transfers in and out of all levels are recognized at the end of the reporting period of which the transfer occurred.

(4) The Company's fair value measurement valuation techniques are described in B. below.

(5) The Company did not have any derivative instruments at December 31, 2020 or 2019.

B. The fair values of the Company's financial instruments are based on valuations that include inputs that can be classified within one of three levels of a hierarchy. The following are the levels of the hierarchy and a brief description of the type of valuation information ("inputs") that qualifies a financial asset or liability for each level:

- **Level 1** – Unadjusted quoted prices for identical assets or liabilities in active markets.
- **Level 2** – Inputs other than Level 1 that are based on observable market data. These include: quoted prices for similar assets in active markets, quoted prices for identical assets in inactive markets, inputs that are observable that are not prices (such as interest rates and credit risks) and inputs that are derived from or corroborated by observable markets.
- **Level 3** – Developed from unobservable data, reflecting the Company's own assumptions.

Financial assets and liabilities are classified based upon the lowest level of input that is significant to the valuation. When quoted prices in active markets for identical assets and liabilities are available, the Company uses these quoted market prices to determine the fair value of financial assets and liabilities and classifies these assets and liabilities as Level 1. In other cases where a quoted market price for identical assets and liabilities in an active market is either not available or not observable, the Company estimates fair value using valuation methodologies based on available and observable market information or by using a matrix pricing model. These financial assets and liabilities would then be classified as Level 2. If quoted market prices are not available, the Company determines fair value using broker quotes or an internal analysis of each investment's financial performance and cash flow projections. Thus, financial assets and liabilities may be classified in Level 3 even though there may be some significant inputs that may be observable.

The valuation methods and assumptions used by the Company in estimating the fair value of debt securities are discussed in Note 1.

C. The carrying values and estimated fair values of the Company's financial instruments at December 31, 2020 and 2019 were as follows:

December 31, 2020

Type of Financial Instrument	Aggregate Fair Value	Admitted Assets	(Level 1)	(Level 2)	(Level 3)	Net Asset Value (NAV)	Not Practicable (Carrying Value)
Bonds, Short Term, and Cash Equivalents	$ 57,083,737	$ 54,975,026	$ 3,468,528	$ 53,615,209	$ —	$ —	$ —

NOTES TO FINANCIAL STATEMENTS

December 31, 2019

Type of Financial Instrument	Aggregate Fair Value	Admitted Assets	(Level 1)	(Level 2)	(Level 3)	Net Asset Value (NAV)	Not Practicable (Carrying Value)
Bonds, Short Term, and Cash Equivalents	$ 47,609,481	$ 46,518,887	$ 3,377,512	$ 44,231,969	$ —	$ —	$ —

In evaluating the Company's management of interest rate and liquidity risk and currency exposures, the fair values of all assets and liabilities should be taken into consideration, not only those presented above.

D. The Company did not have any financial instruments where it was not practicable to estimate the fair value.

E. The Company has not elected to use the net asset value practical expedient to fair value to measure its investments.

21. Other Items

A. Unusual or Infrequent Items

Premium Credits

As of December 31, 2020, the Company recorded premium credits of $27,419 as a reduction to premiums for certain in-force customers related to the Coronavirus Disease 2019 pandemic.

Risk Corridor

The ACA established a temporary risk corridor program, which expired at the end of 2016, for qualified individual and small group health insurance plans. Under this program, health insurance companies were to make payments to, or receive payments from, the U.S. Department of Health and Human Services ("HHS") based on their ratio of allowable costs to target costs (as defined by the ACA).

CVS Health, together with its subsidiaries, filed a lawsuit in August 2019 to recover the approximately $310 million it was owed under the ACA's risk corridor program, which had been stayed pending the Supreme Court decision. In April 2020, the U.S. Supreme Court ruled that health insurance companies may sue the federal government for amounts owed as calculated under the ACA's temporary risk corridor program.

In October 2020, the Company received the funds owed under the ACA's risk corridor program. The Company recorded the risk corridor payment of $4,733,558 as an increase to premium revenue in the fourth quarter of 2020.

B. Troubled Debt Restructuring

The Company did not have any troubled debt restructuring in the years ended December 31, 2020 or 2019.

C. Other Disclosures

Minimum Capital and Surplus

Pursuant to the laws of the states in which the Company is licensed to do business, the Company is required to maintain a minimum surplus and capital stock as defined by the statutes and regulations of those states. At both December 31, 2020 and 2019, the Company was in compliance with the minimum surplus and capital stock requirements of the states in which it is licensed to do business.

The NAIC utilizes risk-based capital ("RBC") standards for health organizations, including HMOs, that are designed to identify weakly capitalized companies by comparing each company's adjusted capital and surplus to its required capital and surplus (the "RBC Ratio"). The RBC Ratio is designed to reflect the risk profile of a company. Within certain ratio ranges, regulators have increasing authority to take action as the RBC Ratio decreases. There are four levels of regulatory action, ranging from requiring insurers to submit a comprehensive plan to the state insurance commissioner to requiring the state insurance commissioner to place the insurer under regulatory control. At December 31, 2020 and 2019, the Company had capital and surplus that exceeded the highest threshold specified by the RBC rules.

COVID-19

The Coronavirus Disease 2019 ("COVID-19") pandemic continues to evolve. The Company believes COVID-19's impact on the Company's businesses, operating results, cash flows and/or financial condition primarily will be driven by the geographies impacted and the severity and duration of the pandemic; the pandemic's impact on the U.S. and global economies and consumer behavior and health care utilization patterns; and the timing, scope and impact of stimulus legislation as well as other federal, state and local governmental responses to the pandemic. Those primary drivers are beyond the Company's knowledge and control. As a result, the impact COVID-19 will have on the Company's businesses, operating results, cash flows and/or financial condition is uncertain, but the impact could be adverse and material. COVID-19 also may result in legal and regulatory proceedings, investigations and claims against the Company.

Health Care Reform

NOTES TO FINANCIAL STATEMENTS

The Patient Protection and Affordable Care Act and the Health Care and Education Reconciliation Act (collectively, the "ACA"), made broad-based changes to the United States health care system. The United State Supreme Court is expected to rule on the constitutionality of the ACA by June 2021. If the ACA is deemed unconstitutional, there will likely be significant changes to the laws and rules that govern the Company's businesses. If the ACA is deemed constitutional, there may nevertheless be continued efforts to invalidate, modify, repeal or replace it or portions of it, and the Company expects aspects of the ACA to continue to significantly impact its business operations and operating results, including pricing, medical benefit ratios ("MBRs") and the geographies in which the Company's products are available.

While most of the significant aspects of the ACA became effective during or prior to 2014, parts of the ACA continue to evolve through the promulgation of executive orders, legislation, regulations and guidance as well as ongoing litigation. Additional changes to the ACA and those regulations and guidance at the federal and/or state level are likely, and those changes are likely to be significant. Growing federal and state budgetary pressures make it more likely that any changes, including changes at the state level in response to changes to, or invalidation, repeal or replacement of, the ACA and/or changes in the funding levels and/or payment mechanisms of federally supported benefit programs, will be adverse to the Company. For example, if any elements of the ACA are invalidated or repealed at the federal level, the Company expects that some states would seek to enact similar requirements, such as prohibiting pre-existing condition exclusions, prohibiting rescission of insurance coverage, requiring coverage for dependents up to age 26, requiring guaranteed renewability of insurance coverage and prohibiting lifetime limits on insurance coverage.

Potential repeal of the ACA, ongoing legislative, regulatory and administrative policy changes to the ACA, the results of federal and state level elections, pending litigation challenging the constitutionality of the ACA or funding for the law and federal budget negotiations continue to create uncertainty about the ultimate impact of the ACA. Given the inherent difficulty of foreseeing the nature and scope of future changes to the ACA and how states, businesses and individuals will respond to those changes, the Company cannot predict the impact on it of future changes to the ACA. It is reasonably possible that invalidation, repeal or replacement of or other changes to the ACA and/or states' responses to such changes, in the aggregate, could have a significant adverse effect on the Company's businesses, results of operations and cash flows.

Medicare

The Company's Medicare Advantage products are heavily regulated by CMS. The regulations and contractual requirements applicable to the Company and other private participants in Medicare programs are complex, expensive to comply with and subject to change. For example, in the second quarter of 2014, CMS issued a final rule implementing the ACA requirements that Medicare Advantage plans report and refund to CMS overpayments that those plans receive from CMS. The precise interpretation, impact and legality of this rule are not clear and are subject to pending litigation. Payments the Company receives from CMS for its Medicare Advantage business also are subject to risk adjustment based on the health status of the individuals enrolled. Elements of that risk adjustment mechanism continue to be challenged by the U.S. Department of Justice, the Office of Inspector General of the HHS (the "OIG") and CMS itself. Substantial changes in the risk adjustment mechanism, including changes that result from enforcement or audit actions, could materially affect the amount of the Company's Medicare reimbursement, require the Company to raise prices or reduce the benefits offered to Medicare beneficiaries, and potentially limit the Company's (and the industry's) participation in the Medicare program.

The Company has invested significant resources to comply with Medicare standards, and its Medicare compliance efforts will continue to require significant resources. CMS may seek premium and other refunds, prohibit the Company from continuing to market and/or enroll members in or refuse to passively enroll members in one or more of the Company's Medicare or Medicare-Medicaid demonstration (historically known as "dual eligible") plans, exclude the Company from participating in one or more Medicare, dual eligible or dual eligible special needs plan programs and/or institute other sanctions and/or civil monetary penalties against the Company if it fails to comply with CMS regulations or its Medicare contractual requirements.

Federal Employees Health Benefits Program

The Company contracts with the OPM to provide managed health care services under the FEHB program in its service areas. These contracts with the OPM and applicable government regulations establish premium rating arrangements for this program. OPM regulations require that community-rated FEHB plans meet a FEHB program-specific minimum MLR by plan code and market. Managing to these rules is complicated by the simultaneous application of the minimum MLR standards and associated premium rebate requirements of the ACA. The OPM also is auditing the Company and its other contractors to, among other things, verify that plans meet their applicable FEHB program-specific MLR and the premiums established under the OPM's Insured contracts and costs allocated pursuant to the OPM's cost-based contracts are in compliance with the requirements of the applicable FEHB program. The OPM may seek premium refunds or institute other sanctions against the Company if the Company fails to comply with the FEHB program requirements.

D. The Company did not have any business interruption insurance recoveries for the years ending December 31, 2020 or 2019.

E. The Company did not have any state transferable and non-transferable tax credits for the years ending December 31, 2020 or 2019.

F. The Company did not have any subprime mortgage related risk exposures at December 31, 2020 or 2019.

G. The Company did not have any retained assets at December 31, 2020 or 2019.

H. The Company did not have any insurance-linked securities ("ILS") contracts at December 31, 2020 or 2019.

I. The Company did not have amounts that could be realized on life insurance at December 31, 2020.

NOTES TO FINANCIAL STATEMENTS

22. Events Subsequent

Type I - Recognized Subsequent Events

Subsequent events have been considered through February 25, 2021 for the statutory statement issued on February 26, 2021.

The Company had no known reportable recognized subsequent events.

Type II - Nonrecognized Subsequent Events

Subsequent events have been considered through February 25, 2021 for the statutory statement issued on February 26, 2021.

On January 1, 2020, the Company was subject to an annual fee under Section 9010 of the ACA. This annual fee was allocated to individual health insurers based on the ratio of the amount of the entity's net premiums written during the preceding calendar year to the amount of health insurance for any U.S. health risk that was written during the preceding calendar year. A health insurance entity's portion of the annual fee becomes payable once the entity provides health insurance for any U.S. health risk for each calendar year beginning on or after January 1 of the year the fee is due. In December 2019, the annual fee was repealed beginning in 2021. As a result of this repeal, there is no annual fee payable in 2021 and thereafter and therefore no estimated subsequent fee year assessment was required to be reclassified from unassigned funds to special surplus funds at December 31, 2020.

		Current Year	Prior Year
A.	Did the reporting entity write accident and health insurance premium that is subject to Section 9010 of the Federal Affordable Care Act (YES/NO)?	Yes	
B.	ACA fee assessment payable for the upcoming year	$ —	$ 3,530,200
C.	ACA fee assessment paid	3,362,100	—
D.	Premium written subject to ACA 9010 assessment	—	175,267,587
E.	Total Adjusted Capital before surplus adjustment (Five-Year Historical Line 14)	43,434,653	
F.	Total Adjusted Capital after surplus adjustment (Five-Year Historical Line 14 minus 22B above)	43,434,653	
G.	Authorized Control Level (Five-Year Historical Line 15)	3,960,657	
H.	Would reporting the ACA assessment as of Dec. 31, 2020 have triggered an RBC action level (YES/NO)?	No	

23. Reinsurance

A. Ceded Reinsurance Report

Section 1 – General Interrogatories

(1) Are any of the reinsurers, listed in Schedule S as non-affiliated, owned in excess of 10% or controlled, either directly or indirectly, by the company or by any representative, officer, trustee, or director of the company?

Yes ( ) No (X)

If yes, give full details. N/A

(2) Have any policies issued by the company been reinsured with a company chartered in a country other than the United States (excluding U.S. branches of such companies) that is owned in excess of 10% or controlled directly or indirectly by an insured, a beneficiary, a creditor or an insured or any other person not primarily engaged in the insurance business?

Yes ( ) No (X)

If yes, give full details. N/A

Section 2 – Ceded Reinsurance Report – Part A

(1) Does the company have any reinsurance agreements in effect under which the reinsurer may unilaterally cancel any reinsurance for reasons other than nonpayment of premium or other similar credit?

Yes ( ) No (X)

NOTES TO FINANCIAL STATEMENTS

a. If yes, what is the estimated amount of the aggregate reduction in surplus of a unilateral cancellation by the reinsurer as of the date of this statement, for those agreements in which cancellation results in a net obligation of the reporting entity to the reinsurer, and for which such obligation is not presently accrued? Where necessary, the reporting entity may consider the current or anticipated experience of the business reinsured in making this estimate. N/A.

b. What is the total amount of reinsurance credits taken, whether as an asset or as a reduction of liability for these agreements in this statement? N/A.

(2) Does the reporting entity have any reinsurance agreements in effect such that the amount of losses paid or accrued through the statement date may result in a payment to the reinsurer of amounts that, in aggregate and allowing for offset of mutual credits from other reinsurance agreements with the same reinsurer, exceed the total direct premium collected under the reinsured policies?

Yes ( ) No (X)

If yes, give full details. N/A

Section 3 – Ceded Reinsurance Report – Part B

(1) What is the estimated amount of the aggregate reduction in surplus, (for agreements other than those under which the insurer may unilaterally cancel for reasons other than for nonpayment of premium or other similar credits that are reflected in Section 2 above) of termination of ALL reinsurance agreements, by either party, as of the date of this statement? Where necessary, the company may consider the current or anticipated experience of the business reinsured in making this estimate. N/A.

(2) Have any new agreements been executed or existing agreements amended, since January 1 of the year of this statement, to include policies or contracts that were in force or which had existing reserves established by the company as of the effective date of the agreement?

Yes ( ) No (X)

If yes, what is the amount of reinsurance credit, whether an asset or a reduction of liability, taken for such new agreements or amendments? N/A.

B. The Company did not have uncollectible reinsurance at December 31, 2020 or 2019.

C. The Company did not have any commutation of ceded reinsurance at December 31, 2020 or 2019.

D. The Company's certified reinsurer's rating has not been downgraded or its status subject to revocation at December 31, 2020 or 2019.

E. The Company had no reinsurance contracts to which the reinsurance credit disclosure applies at December 31, 2020.

24. Retrospectively Rated Contracts and Contracts Subject to Redetermination

A. Through annual contracts with CMS, the Company offers insurance plans for Medicare-eligible individuals through the Medicare Advantage program. Members typically receive enhanced benefits over standard Medicare fee-for-service coverage, including reduced cost-sharing for preventative care, vision and other non-Medicare services. Members also typically receive coverage for certain prescription drugs, usually subject to a deductible, co-insurance and/or co-payment. The revenues ultimately received by the Company for each member are based on that member's health status and demographic characteristics, as determined via the CMS risk adjustment process, under which the Company regularly submits risk adjustment data to CMS. As such, at December 31, 2020, the Company records a receivable for future revenues that it expects to receive from CMS in the third quarter of 2021, after the final reconciliation of risk adjustment data for contract year 2020 is complete. The Company estimates this receivable by taking into account risk adjustment data for contract year 2020 submitted to CMS prior to December 31, 2020, as well as its estimate of the impact of risk adjustment data for contract year 2020 that will be submitted prior to the appropriate regulatory deadline in early 2021. These amounts are recognized in 2020 as premiums under contracts subject to redetermination. In addition, the Company's Medicare Advantage contracts are subject to retrospective rating provisions under which the Company and CMS share in amounts above and below agreed-upon target medical benefit ratios.

Premium revenue subject to the minimum MLR rebate requirements of the ACA is recorded net of the estimated minimum MLR rebates for the current calendar year. The Company estimates the minimum MLR rebates by projecting MLRs for certain markets, as defined by the ACA, for each state in which the Company operates. The claims and premiums used in estimating such rebates are modified for certain adjustments allowed by the ACA and include a statistical credibility adjustment for those states with a number of members that is not statistically credible.

B. Accrued retrospective are recorded as an adjustment to earned premiums and are estimated based on calculations that compare the Company's expected financial results for the contract against the appropriate medical benefit ratio target.

C. Contracts Subject to Retrospective Rating Features

NOTES TO FINANCIAL STATEMENTS

The Company had net premiums written of $74,178,503 that were subject to retrospective rating features for the year ending December 31, 2020 representing 45.8% of total net premiums written.

D. Medical loss ratio rebates required pursuant to the Public Health Service Act

	1 Individual	2 Small Group Employer	3 Large Group Employer	4 Other Categories with rebates	5 Total
Prior Reporting Year					
(1) Medical Loss Ratio Rebates Incurred	$ —	$ (327,391)	$ (292,457)	$ —	$ (619,848)
(2) Medical Loss Ratio Rebates Paid	—	—	—	—	—
(3) Medical Loss Ratio Rebates Unpaid	—	1,569	50	—	1,619
(4) Plus reinsurance assumed amounts	XXX	XXX	XXX	XXX	—
(5) Less reinsurance ceded amounts	XXX	XXX	XXX	XXX	—
(6) Rebates Unpaid net of reinsurance	XXX	XXX	XXX	XXX	1,619
Current Reporting Year-to-Date					
(1) Medical Loss Ratio Rebates Incurred	$ —	$ (1,569)	$ (50)	$ 4,541,196	$ 4,539,577
(2) Medical Loss Ratio Rebates Paid	—	—	—	—	—
(3) Medical Loss Ratio Rebates Unpaid	—	—	—	4,541,196	4,541,196
(4) Plus reinsurance assumed amounts	XXX	XXX	XXX	XXX	—
(5) Less reinsurance ceded amounts	XXX	XXX	XXX	XXX	—
(6) Rebates Unpaid net of reinsurance	XXX	XXX	XXX	XXX	4,541,196

E. Risk Sharing Provisions of the Affordable Care Act (ACA)

(1) Did the reporting entity write accident and health insurance premium which is subject to the Affordable Care Act risk sharing provisions (YES/NO)? Yes [X] No [ ]

(2) Impact of Risk Sharing Provisions of the Affordable Care Act on Admitted Assets, Liabilities and Revenue for the Current Year:

		AMOUNT
a.	Permanent ACA Risk Adjustment Program	
	Assets	
	1. Premium adjustments receivable due to ACA Risk Adjustment	$ 40,317
	Liabilities (including high-risk pool payments)	
	2. Risk adjustment user fees payable for ACA Risk Adjustment	76
	3. Premium adjustments payable due to ACA Risk Adjustment (including high risk pool payments)	117,044
	Operations (Revenue & Expense)	
	4. Reported as revenue in premium for accident and health contracts (written/collected) due to ACA Risk Adjustment	42,992
	5. Reported in expenses as ACA risk adjustment user fees (incurred/paid)	67
b.	Transitional ACA Reinsurance Program	
	Assets	
	1. Amounts recoverable for claims paid due to ACA Reinsurance	—
	2. Amounts recoverable for claims unpaid due to ACA Reinsurance (Contra Liability)	—
	3. Amounts receivable relating to uninsured plans for contributions for ACA Reinsurance	
	Liabilities	
	4. Liabilities for contributions payable due to ACA Reinsurance – not reported as ceded premium	
	5. Ceded reinsurance premiums payable due to ACA Reinsurance	
	6. Liabilities for amounts held under uninsured plans contributions for ACA Reinsurance	
	Operations (Revenue & Expense)	
	7. Ceded reinsurance premiums due to ACA Reinsurance	
	8. Reinsurance recoveries (income statement) due to ACA Reinsurance payments or expected payments	—
	9. ACA Reinsurance contributions – not reported as ceded premium	—
c.	Temporary ACA Risk Corridors Program	
	Assets	
	1. Accrued retrospective premium due to ACA Risk Corridors	—
	Liabilities	
	2. Reserve for rate credits or policy experience rating refunds due to ACA Risk Corridors	—
	Operations (Revenue & Expense)	
	3. Effect of ACA Risk Corridors on net premium income (paid/received)	4,733,558
	4. Effect of ACA Risk Corridors on change in reserves for rate credits	—

(3) Roll forward of prior year ACA risk sharing provisions for the following asset (gross of any nonadmission) and liability balances along with the reasons for adjustments to prior year balance:

NOTES TO FINANCIAL STATEMENTS

	Accrued During the Prior Year on Business Written		Received or Paid as of the Current Year on Business		Differences		Adjustments			Unsettled Balances as of the Reporting Date	
	Before December 31 of the Prior Year		Written Before December 31 of the Prior Year		Prior Year Accrued Less Payments (Col 1 - 3)	Prior Year Accrued Less Payments (Col 2 - 4)	To Prior Year Balances	To Prior Year Balances		Cumulative Balance from Prior Years (Col 1 - 3 + 7)	Cumulative Balance from Prior Years (Col 2 - 4 + 8)
	1	2	3	4	5	6	7	8		9	10
	Receivable	(Payable)	Receivable	(Payable)	Receivable	(Payable)	Receivable	(Payable)	Ref	Receivable	(Payable)
a. Permanent ACA Risk Adjustment Program											
1. Premium adjustments receivable (including high-risk)	$ 217,786	$ —	$ 84,131	$ —	$ 133,655	$ —	$ (130,292)	$ —	A	$ 3,363	$ —
2. Premium adjustments (payable) (including high-risk pool payments)	—	254,777	—	1,402	—	253,375	—	(136,944)	B	—	116,431
3. Subtotal ACA Permanent Risk Adjustment Program	217,786	254,777	84,131	1,402	133,655	253,375	(130,292)	(136,944)		3,363	116,431
b. Transitional ACA Reinsurance Program											
1. Amounts recoverable for claims paid	—	—	—	—	—	—	—	—	C	—	—
2. Amounts recoverable for claims unpaid (contra liability)	—	—	—	—	—	—	—	—	D	—	—
3. Amounts receivable relating to uninsured plans	—	—	—	—	—	—	—	—	E	—	—
4. Liabilities for contributions payable due to ACA Reinsurance - not reported as ceded premium	—	—	—	—	—	—	—	—	F	—	—
5. Ceded reinsurance premiums payable	—	—	—	—	—	—	—	—	G	—	—
6. Liability for amounts held under uninsured plans	—	—	—	—	—	—	—	—	H	—	—
7. Subtotal ACA Transitional Reinsurance Program	—	—	—	—	—	—	—	—		—	—
c. Temporary ACA Risk Corridors Program											
1. Accrued retrospective premium	—	—	4,733,558	—	(4,733,558)	—	4,733,558	—	I	—	—
2. Reserve for rate credits or policy experience rating refunds	—	—	—	—	—	—	—	—	J	—	—
3. Subtotal ACA Risk Corridors Program	—	—	4,733,558	—	(4,733,558)	—	4,733,558	—		—	—
d. Total for ACA Risk Sharing Provisions	$ 217,786	$ 254,777	$ 4,817,689	$ 1,402	$(4,599,903)	$ 253,375	$ 4,603,266	$ (136,944)		$ 3,363	$ 116,431

Explanations of Adjustments

A. Due to updates to the data available to the Company to calculate the risk adjustment.
B. Due to updates to the data available to the Company to calculate the risk adjustment.
C.
D.
E.
F.
G.
H.
I. Due to receipt of Risk Corridor payment.
J.

(4) Roll-Forward of Risk Corridors Asset and Liability Balances by Program Benefit Year:

Risk Corridors Program Year	Accrued During the Prior Year on Business Written		Received or Paid as of the Current Year on Business		Differences		Adjustments			Unsettled Balances as of the Reporting Date	
	Before December 31 of the Prior Year		Written Before December 31 of the Prior Year		Prior Year Accrued Less Payments (Col 1 - 3)	Prior Year Accrued Less Payments (Col 2 - 4)	To Prior Year Balances	To Prior Year Balances		Cumulative Balance from Prior Years (Col 1 - 3 + 7)	Cumulative Balance from Prior Years (Col 2 - 4 + 8)
	1	2	3	4	5	6	7	8		9	10
	Receivable	(Payable)	Receivable	(Payable)	Receivable	(Payable)	Receivable	(Payable)	Ref	Receivable	(Payable)
a. 2014											
1. Accrued retrospective premium	$ —	$ —	$ 1,671,729	$ —	$(1,671,729)	$ —	$ 1,671,729	$ —	A	$ —	$ —
2. Reserve for rate credits or policy experience rating refunds	—	—	—	—	—	—	—	—	B	—	—
b. 2015											
1. Accrued retrospective premium	—	—	3,061,830	—	(3,061,830)	—	3,061,830	—	C	—	—
2. Reserve for rate credits or policy experience rating refunds	—	—	—	—	—	—	—	—	D	—	—
c. 2016											
1. Accrued retrospective premium	—	—	—	—	—	—	—	—	E	—	—
2. Reserve for rate credits or policy experience rating refunds	—	—	—	—	—	—	—	—	F	—	—
d. Total for Risk Corridors	$ —	$ —	$ 4,733,559	$ —	$(4,733,559)	$ —	$ 4,733,559	$ —		$ —	$ —

24E(4)d (Columns 1 through 10) should equal 24E(3)c3 (Column 1 through 10 respectively)

Explanations of Adjustments

A. Due to receipt of Risk Corridor payment.
B.
C. Due to receipt of Risk Corridor payment.
D.
E.
F.

(5) ACA Risk Corridors Receivable as of Reporting Date:

NOTES TO FINANCIAL STATEMENTS

	Risk Corridors Program Year	1 Estimated Amount to be Filed or Final Amount Filed with CMS	2 Non-Accrued Amounts for Impairment or Other Reasons	3 Amounts received from CMS	4 Asset Balance (Gross of Non-admissions) (1-2-3)	5 Non-admitted Amount	6 Net Admitted Asset (4-5)
a.	2014	$ 2,007,973	$ —	$ 2,007,973	$ —	$ —	$ —
b.	2015	3,061,829	—	3,061,829	—	—	—
c.	2016	—	—	—	—	—	—
d.	Total (a + b + c)	$ 5,069,802	$ —	$ 5,069,802	$ —	$ —	$ —

24E(5)d (Column 4) should equal 24E(3)c1 (Column 9)
24E(5)d (Column 6) should equal 24E(2)c1

25. Change in Incurred Claims and Claims Adjustment Expense

The following table shows the components of the change in claims unpaid, unpaid claims adjustment expense and aggregate health claim reserves for the years ended December 31, 2020 and 2019.

	2020	2019
Balance, January 1	$ 24,858,143	$ 26,029,774
Health care receivable	(1,203,623)	(929,584)
Balance, January 1, net of health care receivable	23,654,520	25,100,190
Incurred related to:		
Current year	137,308,727	158,824,465
Prior years	(4,148,425)	(3,744,872)
Total incurred	133,160,302	155,079,593
Paid related to:		
Current year	115,371,858	138,227,597
Prior years	18,367,271	18,297,666
Total paid	133,739,129	156,525,263
Balance, December 31, net of health care receivable	23,075,693	23,654,520
Health care receivable	1,623,662	1,203,623
Balance, December 31	$ 24,699,355	$ 24,858,143

A. Reserves for incurred claims and claim adjustment expenses attributable to insured events of prior years decreased by $4,148,425 in 2020 and $3,744,872 in 2019. Changes in prior periods' estimates represents the effect of favorable development of prior period health care cost estimates on current year net income, at each financial statement date. The favorable development of these reserves is primarily a result of the actual claim submission times for health care claims being shorter than the Company had anticipated, as well as lower than expected health care cost trends in determining claims unpaid at prior financial statement date for both 2020 and 2019. Original estimates are increased or decreased, as additional information becomes known regarding individual claims.

B. There has been no significant change in the Company's methodologies and assumptions used in calculating the liability for unpaid claims and claim adjustment expenses.

26. Intercompany Pooling Arrangements

The Company did not have any intercompany pooling arrangements at December 31, 2020 or 2019.

27. Structured Settlements

The Company did not have any structured settlements at December 31, 2020 or 2019.

28. Health Care Receivables

A. Pharmaceutical Rebate Receivables

The Company receives pharmaceutical rebates through an agreement with AHM. AHM has contractual agreements with pharmaceutical companies for rebates, which cover the Company's membership as well as the membership of other Aetna affiliates. The Company receives those rebates from AHM that relate to the Company's membership. The Company estimates pharmaceutical rebate receivables based upon the historical payment trends, actual utilization and other variables. Actual rebates collected are applied to the collection periods below, using a first in first out methodology. At December 31, 2020 and 2019, the Company had pharmaceutical rebate receivables of $1,561,848 and $1,131,823, respectively (refer to the Company's accounting practices related to pharmaceutical rebate receivables in Note 1).

NOTES TO FINANCIAL STATEMENTS

The following table discloses the quarterly revenue and subsequent cash collections relating to the pharmaceutical rebates discussed in Note 10:

Quarter	Estimated Pharmacy Rebates as Reported on Financial Statements	Pharmacy Rebates as Billed or Otherwise Confirmed	Actual Rebates Received Within 90 Days of Billing		Actual Rebates Received Within 91 to 180 Days of Billing	Actual Rebates Received More Than 180 Days After Billing
12/31/2020	$ 3,477,983	$ —	$ 1,907,200	[1]	$ —	$ —
9/30/2020	$ 3,101,188	$ 3,189,777	$ 3,203,733		$ —	$ —
6/30/2020	$ 2,926,317	$ 3,193,819	$ 3,198,901		$ —	$ —
3/31/2020	$ 2,667,949	$ 3,076,896	$ 3,071,100		$ —	$ —
12/31/2019	$ 2,807,951	$ 2,752,829	$ 2,747,087		$ —	$ —
9/30/2019	$ 2,561,078	$ 2,846,750	$ 2,844,466		$ —	$ —
6/30/2019	$ 2,566,933	$ 2,599,913	$ 2,604,501		$ —	$ —
3/31/2019	$ 2,779,479	$ 2,740,660	$ 2,739,790		$ —	$ —
12/31/2018	$ 2,791,570	$ 3,128,997	$ 3,128,997		$ —	$ —
9/30/2018	$ 3,086,478	$ 3,015,738	$ 3,015,738		$ —	$ —
6/30/2018	$ 2,933,154	$ 2,743,176	$ 2,743,176		$ —	$ —
3/31/2018	$ 2,538,201	$ 2,798,151	$ 2,798,151		$ —	$ —

[1] Represents a portion of the estimated rebates for the quarter ending December 31, 2020, which were paid by AHM to the Company prior to December 31, 2020 and invoicing in 2021.

B. Risk sharing receivables

The Company did not have any admitted risk sharing receivables at December 31, 2020 or 2019.

Other receivables

Pharmacy Direct and Indirect Remuneration ("DIR") Generic

The Company receives retrospective generic performance network rebates ("PNR") on its Medicare business through an agreement with AHM. AHM has contractual agreements with network pharmacies for PNR. The PNR is performance based upon whether the participating pharmacies have met certain pre-established rates specified in the contract. The PNR is calculated by multiplying the applicable claims with a variable network rate based on the actual performance. The PNR receivables fit the category of other health care receivables per SSAP No. 84, *Health Care and Government Insured Plan Receivables.*

Pharmacy DIR Brand

The Company receives retrospective brand PNR on its Medicare business through an agreement with AHM. As mentioned above, AHM has contractual agreements with network pharmacies for PNR. The program collects varying percentages of brand ingredient cost from pharmacies, depending how well they perform on adherence measures, including stars-related measures. The PNR agreement for 2020 has three performance measurement periods ending April 30, August 31 and December 31, respectively. The PNR receivables fit the category of other health care receivables per SSAP No. 84, *Health Care and Government Insured Plan Receivables.*

29. Participating Policies

The Company did not have any participating policies at December 31, 2020 or 2019.

30. Premium Deficiency Reserves

	December 31, 2020
1. Liability carried for premium deficiency reserves	$—
2. Date of the most recent evaluation of this liability	12/31/2020
3. Was anticipated investment income utilized in the calculation?	Yes

31. Anticipated Salvage and Subrogation

The Company did not reduce its liability for unpaid claims/losses by any estimated anticipated salvage and subrogation at December 31, 2020 or 2019 as the Company records salvage and subrogation on a paid basis when cash is received.

GENERAL INTERROGATORIES

PART 1 - COMMON INTERROGATORIES
GENERAL

1.1 Is the reporting entity a member of an Insurance Holding Company System consisting of two or more affiliated persons, one or more of which is an insurer? ..... Yes [X] No [ ]
If yes, complete Schedule Y, Parts 1, 1A and 2

1.2 If yes, did the reporting entity register and file with its domiciliary State Insurance Commissioner, Director or Superintendent, or with such regulatory official of the state of domicile of the principal insurer in the Holding Company System, a registration statement providing disclosure substantially similar to the standards adopted by the National Association of Insurance Commissioners (NAIC) in its Model Insurance Holding Company System Regulatory Act and model regulations pertaining thereto, or is the reporting entity subject to standards and disclosure requirements substantially similar to those required by such Act and regulations? ..... Yes [X] No [ ] N/A [ ]

1.3 State Regulating? ..... Utah

1.4 Is the reporting entity publicly traded or a member of a publicly traded group? ..... Yes [X] No [ ]

1.5 If the response to 1.4 is yes, provide the CIK (Central Index Key) code issued by the SEC for the entity/group. 0000064803

2.1 Has any change been made during the year of this statement in the charter, by-laws, articles of incorporation, or deed of settlement of the reporting entity? ..... Yes [ ] No [X]

2.2 If yes, date of change: .....

3.1 State as of what date the latest financial examination of the reporting entity was made or is being made. 12/31/2020

3.2 State the as of date that the latest financial examination report became available from either the state of domicile or the reporting entity. This date should be the date of the examined balance sheet and not the date the report was completed or released. 12/31/2015

3.3 State as of what date the latest financial examination report became available to other states or the public from either the state of domicile or the reporting entity. This is the release date or completion date of the examination report and not the date of the examination (balance sheet date). 05/25/2017

3.4 By what department or departments?
Utah Insurance Department .....

3.5 Have all financial statement adjustments within the latest financial examination report been accounted for in a subsequent financial statement filed with Departments? ..... Yes [ ] No [ ] N/A [X]

3.6 Have all of the recommendations within the latest financial examination report been complied with? ..... Yes [X] No [ ] N/A [ ]

4.1 During the period covered by this statement, did any agent, broker, sales representative, non-affiliated sales/service organization or any combination thereof under common control (other than salaried employees of the reporting entity), receive credit or commissions for or control a substantial part (more than 20 percent of any major line of business measured on direct premiums) of:
4.11 sales of new business? ..... Yes [ ] No [X]
4.12 renewals? ..... Yes [ ] No [X]

4.2 During the period covered by this statement, did any sales/service organization owned in whole or in part by the reporting entity or an affiliate, receive credit or commissions for or control a substantial part (more than 20 percent of any major line of business measured on direct premiums) of:
4.21 sales of new business? ..... Yes [ ] No [X]
4.22 renewals? ..... Yes [ ] No [X]

5.1 Has the reporting entity been a party to a merger or consolidation during the period covered by this statement? ..... Yes [ ] No [X]
If yes, complete and file the merger history data file with the NAIC.

5.2 If yes, provide the name of the entity, NAIC Company Code, and state of domicile (use two letter state abbreviation) for any entity that has ceased to exist as a result of the merger or consolidation.

1 Name of Entity	2 NAIC Company Code	3 State of Domicile

6.1 Has the reporting entity had any Certificates of Authority, licenses or registrations (including corporate registration, if applicable) suspended or revoked by any governmental entity during the reporting period? ..... Yes [ ] No [X]

6.2 If yes, give full information:
.....

7.1 Does any foreign (non-United States) person or entity directly or indirectly control 10% or more of the reporting entity? ..... Yes [ ] No [X]

7.2 If yes,
7.21 State the percentage of foreign control; ..... 0.0 %
7.22 State the nationality(s) of the foreign person(s) or entity(s) or if the entity is a mutual or reciprocal, the nationality of its manager or attorney-in-fact; and identify the type of entity(s) (e.g., individual, corporation or government, manager or attorney in fact).

1 Nationality	2 Type of Entity

GENERAL INTERROGATORIES

8.1 Is the company a subsidiary of a bank holding company regulated by the Federal Reserve Board? ..... Yes [ ] No [X]

8.2 If response to 8.1 is yes, please identify the name of the bank holding company.

.....

8.3 Is the company affiliated with one or more banks, thrifts or securities firms? ..... Yes [ ] No [X]

8.4 If response to 8.3 is yes, please provide below the names and location (city and state of the main office) of any affiliates regulated by a federal regulatory services agency [i.e. the Federal Reserve Board (FRB), the Office of the Comptroller of the Currency (OCC), the Federal Deposit Insurance Corporation (FDIC) and the Securities Exchange Commission (SEC)] and identify the affiliate's primary federal regulator.

1 Affiliate Name	2 Location (City, State)	3 FRB	4 OCC	5 FDIC	6 SEC
.....	.....	.....	.....	.....	.....

9. What is the name and address of the independent certified public accountant or accounting firm retained to conduct the annual audit?

Ernst & Young LLP; 200 Clarendon Street; Boston, MA 02116

10.1 Has the insurer been granted any exemptions to the prohibited non-audit services provided by the certified independent public accountant requirements as allowed in Section 7H of the Annual Financial Reporting Model Regulation (Model Audit Rule), or substantially similar state law or regulation? ..... Yes [ ] No [X]

10.2 If the response to 10.1 is yes, provide information related to this exemption:

.....

10.3 Has the insurer been granted any exemptions related to the other requirements of the Annual Financial Reporting Model Regulation as allowed for in Section 18A of the Model Regulation, or substantially similar state law or regulation? ..... Yes [ ] No [X]

10.4 If the response to 10.3 is yes, provide information related to this exemption:

.....

10.5 Has the reporting entity established an Audit Committee in compliance with the domiciliary state insurance laws? ..... Yes [X] No [ ] N/A [ ]

10.6 If the response to 10.5 is no or n/a, please explain

.....

11. What is the name, address and affiliation (officer/employee of the reporting entity or actuary/consultant associated with an actuarial consulting firm) of the individual providing the statement of actuarial opinion/certification?

Paul Conlin, F.S.A., M.A.A.A.; Aetna; 3200 Highland Ave., F640; Downers Grove, IL 60515 .....

12.1 Does the reporting entity own any securities of a real estate holding company or otherwise hold real estate indirectly? ..... Yes [ ] No [X]

12.11 Name of real estate holding company .....

12.12 Number of parcels involved 0

12.13 Total book/adjusted carrying value ..... $ 0

12.2 If, yes provide explanation:

.....

13. FOR UNITED STATES BRANCHES OF ALIEN REPORTING ENTITIES ONLY:

13.1 What changes have been made during the year in the United States manager or the United States trustees of the reporting entity?

N/A .....

13.2 Does this statement contain all business transacted for the reporting entity through its United States Branch on risks wherever located? ..... Yes [ ] No [ ]

13.3 Have there been any changes made to any of the trust indentures during the year? ..... Yes [ ] No [ ]

13.4 If answer to (13.3) is yes, has the domiciliary or entry state approved the changes? ..... Yes [ ] No [ ] N/A [ ]

14.1 Are the senior officers (principal executive officer, principal financial officer, principal accounting officer or controller, or persons performing similar functions) of the reporting entity subject to a code of ethics, which includes the following standards? ..... Yes [X] No [ ]

a. Honest and ethical conduct, including the ethical handling of actual or apparent conflicts of interest between personal and professional relationships;

b. Full, fair, accurate, timely and understandable disclosure in the periodic reports required to be filed by the reporting entity;

c. Compliance with applicable governmental laws, rules and regulations;

d. The prompt internal reporting of violations to an appropriate person or persons identified in the code; and

e. Accountability for adherence to the code.

14.11 If the response to 14.1 is No, please explain:

.....

14.2 Has the code of ethics for senior managers been amended? ..... Yes [X] No [ ]

14.21 If the response to 14.2 is yes, provide information related to amendment(s).

In the Conflict of Interest (COI) Disclosure, Added the Conflicts of Interest mailbox (COI@CVSHealth.com) to provide another channel for contacting the COI Team. In the Gambling section, Updated the language to indicate that all forms of gambling with a pay in or pay out of money or other benefit or item of value is prohibited. In the Gifts, Meals, Entertainment or Other Things of Value section, Added the Compliance Questions mailbox (Compliance.Questions@CVSHealth.com) as a resource for employees. Added a prohibited gift card example to the Q&A graphic. In the Business Firewalls section, updated the language to include examples of prohibited use of competitively-sensitive information, examples of why firewalls are important, and how information firewalls maintain commercial relations with CVS Health clients and suppliers. In the Supplier Engagement section, added a new section on Trade Compliance describing the Company's policy to comply with applicable laws and regulations relating to the import and export of products, goods, and services. .....

14.3 Have any provisions of the code of ethics been waived for any of the specified officers? ..... Yes [ ] No [X]

14.31 If the response to 14.3 is yes, provide the nature of any waiver(s).

.....

GENERAL INTERROGATORIES

15.1 Is the reporting entity the beneficiary of a Letter of Credit that is unrelated to reinsurance where the issuing or confirming bank is not on the SVO Bank List? ..... Yes [ ] No [X]

15.2 If the response to 15.1 is yes, indicate the American Bankers Association (ABA) Routing Number and the name of the issuing or confirming bank of the Letter of Credit and describe the circumstances in which the Letter of Credit is triggered.

1 American Bankers Association (ABA) Routing Number	2 Issuing or Confirming Bank Name	3 Circumstances That Can Trigger the Letter of Credit	4 Amount

BOARD OF DIRECTORS

16. Is the purchase or sale of all investments of the reporting entity passed upon either by the board of directors or a subordinate committee thereof? ..... Yes [X] No [ ]

17. Does the reporting entity keep a complete permanent record of the proceedings of its board of directors and all subordinate committees thereof? ..... Yes [X] No [ ]

18. Has the reporting entity an established procedure for disclosure to its board of directors or trustees of any material interest or affiliation on the part of any of its officers, directors, trustees or responsible employees that is in conflict with the official duties of such person? ..... Yes [X] No [ ]

FINANCIAL

19. Has this statement been prepared using a basis of accounting other than Statutory Accounting Principles (e.g., Generally Accepted Accounting Principles)? ..... Yes [ ] No [X]

20.1 Total amount loaned during the year (inclusive of Separate Accounts, exclusive of policy loans):
- 20.11 To directors or other officers ..... $ 0
- 20.12 To stockholders not officers ..... $ 0
- 20.13 Trustees, supreme or grand (Fraternal Only) ..... $ 0

20.2 Total amount of loans outstanding at the end of year (inclusive of Separate Accounts, exclusive of policy loans):
- 20.21 To directors or other officers ..... $ 0
- 20.22 To stockholders not officers ..... $ 0
- 20.23 Trustees, supreme or grand (Fraternal Only) ..... $ 0

21.1 Were any assets reported in this statement subject to a contractual obligation to transfer to another party without the liability for such obligation being reported in the statement? ..... Yes [ ] No [X]

21.2 If yes, state the amount thereof at December 31 of the current year:
- 21.21 Rented from others ..... $ 0
- 21.22 Borrowed from others ..... $ 0
- 21.23 Leased from others ..... $ 0
- 21.24 Other ..... $ 0

22.1 Does this statement include payments for assessments as described in the Annual Statement Instructions other than guaranty fund or guaranty association assessments? ..... Yes [X] No [ ]

22.2 If answer is yes:
- 22.21 Amount paid as losses or risk adjustment $ 0
- 22.22 Amount paid as expenses ..... $ 19,688
- 22.23 Other amounts paid ..... $ 0

23.1 Does the reporting entity report any amounts due from parent, subsidiaries or affiliates on Page 2 of this statement? ..... Yes [ ] No [X]

23.2 If yes, indicate any amounts receivable from parent included in the Page 2 amount: ..... $ 0

INVESTMENT

24.01 Were all the stocks, bonds and other securities owned December 31 of current year, over which the reporting entity has exclusive control, in the actual possession of the reporting entity on said date? (other than securities lending programs addressed in 24.03) ..... Yes [X] No [ ]

24.02 If no, give full and complete information relating thereto

24.03 For securities lending programs, provide a description of the program including value for collateral and amount of loaned securities, and whether collateral is carried on or off-balance sheet. (an alternative is to reference Note 17 where this information is also provided)
N/A

24.04 For the reporting entity's securities lending program, report amount of collateral for conforming programs as outlined in the Risk-Based Capital Instructions. ..... $ 0

24.05 For the reporting entity's securities lending program, report amount of collateral for other programs. ..... $ 0

24.06 Does your securities lending program require 102% (domestic securities) and 105% (foreign securities) from the counterparty at the outset of the contract? ..... Yes [ ] No [ ] N/A [X]

24.07 Does the reporting entity non-admit when the collateral received from the counterparty falls below 100%? ..... Yes [ ] No [ ] N/A [X]

24.08 Does the reporting entity or the reporting entity 's securities lending agent utilize the Master Securities lending Agreement (MSLA) to conduct securities lending? ..... Yes [ ] No [ ] N/A [X]

GENERAL INTERROGATORIES

24.09 For the reporting entity's securities lending program state the amount of the following as of December 31 of the current year:

24.091	Total fair value of reinvested collateral assets reported on Schedule DL, Parts 1 and 2	$ 0
24.092	Total book adjusted/carrying value of reinvested collateral assets reported on Schedule DL, Parts 1 and 2	$ 0
24.093	Total payable for securities lending reported on the liability page.	$ 0

25.1 Were any of the stocks, bonds or other assets of the reporting entity owned at December 31 of the current year not exclusively under the control of the reporting entity, or has the reporting entity sold or transferred any assets subject to a put option contract that is currently in force? (Exclude securities subject to Interrogatory 21.1 and 24.03). Yes [X] No [ ]

25.2 If yes, state the amount thereof at December 31 of the current year:

25.21	Subject to repurchase agreements	$ 0
25.22	Subject to reverse repurchase agreements	$ 0
25.23	Subject to dollar repurchase agreements	$ 0
25.24	Subject to reverse dollar repurchase agreements	$ 0
25.25	Placed under option agreements	$ 0
25.26	Letter stock or securities restricted as to sale - excluding FHLB Capital Stock	$ 0
25.27	FHLB Capital Stock	$ 0
25.28	On deposit with states	$ 2,940,571
25.29	On deposit with other regulatory bodies	$ 0
25.30	Pledged as collateral - excluding collateral pledged to an FHLB	$ 0
25.31	Pledged as collateral to FHLB - including assets backing funding agreements	$ 0
25.32	Other	$ 0

25.3 For category (25.26) provide the following:

1 Nature of Restriction	2 Description	3 Amount

26.1 Does the reporting entity have any hedging transactions reported on Schedule DB? Yes [ ] No [X]

26.2 If yes, has a comprehensive description of the hedging program been made available to the domiciliary state? Yes [ ] No [ ] N/A [X]
If no, attach a description with this statement.

LINES 26.3 through 26.5: FOR LIFE/FRATERNAL REPORTING ENTITIES ONLY:

26.3 Does the reporting entity utilize derivatives to hedge variable annuity guarantees subject to fluctuations as a result of interest rate sensitivity? Yes [ ] No [X]

26.4 If the response to 26.3 is YES, does the reporting entity utilize:

26.41	Special accounting provision of SSAP No. 108	Yes [ ] No [ ]
26.42	Permitted accounting practice	Yes [ ] No [ ]
26.43	Other accounting guidance	Yes [ ] No [ ]

26.5 By responding YES to 26.41 regarding utilizing the special accounting provisions of SSAP No. 108, the reporting entity attests to the following: Yes [ ] No [ ]

- The reporting entity has obtained explicit approval from the domiciliary state.
- Hedging strategy subject to the special accounting provisions is consistent with the requirements of VM-21.
- Actuarial certification has been obtained which indicates that the hedging strategy is incorporated within the establishment of VM-21 reserves and provides the impact of the hedging strategy within the Actuarial Guideline Conditional Tail Expectation Amount.
- Financial Officer Certification has been obtained which indicates that the hedging strategy meets the definition of a Clearly Defined Hedging Strategy within VM-21 and that the Clearly Defined Hedging Strategy is the hedging strategy being used by the company in its actual day-to-day risk mitigation efforts.

27.1 Were any preferred stocks or bonds owned as of December 31 of the current year mandatorily convertible into equity, or, at the option of the issuer, convertible into equity? Yes [ ] No [X]

27.2 If yes, state the amount thereof at December 31 of the current year. $ 0

28. Excluding items in Schedule E - Part 3 - Special Deposits, real estate, mortgage loans and investments held physically in the reporting entity's offices, vaults or safety deposit boxes, were all stocks, bonds and other securities, owned throughout the current year held pursuant to a custodial agreement with a qualified bank or trust company in accordance with Section 1, III - General Examination Considerations, F. Outsourcing of Critical Functions, Custodial or Safekeeping Agreements of the NAIC Financial Condition Examiners Handbook? Yes [X] No [ ]

28.01 For agreements that comply with the requirements of the NAIC Financial Condition Examiners Handbook, complete the following:

1 Name of Custodian(s)	2 Custodian's Address
State Street Bank and Trust Company	State Street Financial Center; One Lincoln Street; Boston, MA 02111-2900

GENERAL INTERROGATORIES

28.02 For all agreements that do not comply with the requirements of the NAIC Financial Condition Examiners Handbook, provide the name, location and a complete explanation:

1 Name(s)	2 Location(s)	3 Complete Explanation(s)

28.03 Have there been any changes, including name changes, in the custodian(s) identified in 28.01 during the current year? ..... Yes [ ] No [X]

28.04 If yes, give full and complete information relating thereto:

1 Old Custodian	2 New Custodian	3 Date of Change	4 Reason

28.05 Investment management – Identify all investment advisors, investment managers, broker/dealers, including individuals that have the authority to make investment decisions on behalf of the reporting entity. For assets that are managed internally by employees of the reporting entity, note as such. ["...that have access to the investment accounts"; "...handle securities"]

1 Name of Firm or Individual	2 Affiliation
Kevin J. Casey as Sr. Investment Officer	A

28.0597 For those firms/individuals listed in the table for Question 28.05, do any firms/individuals unaffiliated with the reporting entity (i.e. designated with a "U") manage more than 10% of the reporting entity's invested assets? ..... Yes [ ] No [X]

28.0598 For firms/individuals unaffiliated with the reporting entity (i.e. designated with a "U") listed in the table for Question 28.05, does the total assets under management aggregate to more than 50% of the reporting entity's invested assets? ..... Yes [ ] No [X]

28.06 For those firms or individuals listed in the table for 28.05 with an affiliation code of "A" (affiliated) or "U" (unaffiliated), provide the information for the table below.

1 Central Registration Depository Number	2 Name of Firm or Individual	3 Legal Entity Identifier (LEI)	4 Registered With	5 Investment Management Agreement (IMA) Filed
N/A	Kevin J. Casey	N/A	Not registered	

29.1 Does the reporting entity have any diversified mutual funds reported in Schedule D, Part 2 (diversified according to the Securities and Exchange Commission (SEC) in the Investment Company Act of 1940 [Section 5(b)(1)])? ..... Yes [ ] No [X]

29.2 If yes, complete the following schedule:

1 CUSIP #	2 Name of Mutual Fund	3 Book/Adjusted Carrying Value
29.2999 - Total		0

29.3 For each mutual fund listed in the table above, complete the following schedule:

1 Name of Mutual Fund (from above table)	2 Name of Significant Holding of the Mutual Fund	3 Amount of Mutual Fund's Book/Adjusted Carrying Value Attributable to the Holding	4 Date of Valuation

GENERAL INTERROGATORIES

30. Provide the following information for all short-term and long-term bonds and all preferred stocks. Do not substitute amortized value or statement value for fair value.

	1 Statement (Admitted) Value	2 Fair Value	3 Excess of Statement over Fair Value (-), or Fair Value over Statement (+)
30.1 Bonds	54,974,074	57,082,785	2,108,711
30.2 Preferred stocks	0	0	0
30.3 Totals	54,974,074	57,082,785	2,108,711

30.4 Describe the sources or methods utilized in determining the fair values:

Fair value of long term bonds and preferred stocks are determined based on quoted market prices when available, fair values using valuation methodologies based on available and observable market information or by using matrix pricing. If quoted market prices are not available, we determine fair value using broker quoted or an internal analysis of each investment's financial performance and cash flow projections. Short Term investments are carried at amortized cost which approximated fair value. The carrying value of cash equivalents approximated fair value.

31.1 Was the rate used to calculate fair value determined by a broker or custodian for any of the securities in Schedule D? ..... Yes [ ] No [X]

31.2 If the answer to 31.1 is yes, does the reporting entity have a copy of the broker's or custodian's pricing policy (hard copy or electronic copy) for all brokers or custodians used as a pricing source? ..... Yes [ ] No [ ]

31.3 If the answer to 31.2 is no, describe the reporting entity's process for determining a reliable pricing source for purposes of disclosure of fair value for Schedule D:

32.1 Have all the filing requirements of the Purposes and Procedures Manual of the NAIC Investment Analysis Office been followed? ..... Yes [X] No [ ]

32.2 If no, list exceptions:

33. By self-designating 5GI securities, the reporting entity is certifying the following elements of each self-designated 5GI security:
   a. Documentation necessary to permit a full credit analysis of the security does not exist or an NAIC CRP credit rating for an FE or PL security is not available.
   b. Issuer or obligor is current on all contracted interest and principal payments.
   c. The insurer has an actual expectation of ultimate payment of all contracted interest and principal.

   Has the reporting entity self-designated 5GI securities? ..... Yes [ ] No [X]

34. By self-designating PLGI securities, the reporting entity is certifying the following elements of each self-designated PLGI security:
   a. The security was purchased prior to January 1, 2018.
   b. The reporting entity is holding capital commensurate with the NAIC Designation reported for the security.
   c. The NAIC Designation was derived from the credit rating assigned by an NAIC CRP in its legal capacity as a NRSRO which is shown on a current private letter rating held by the insurer and available for examination by state insurance regulators.
   d. The reporting entity is not permitted to share this credit rating of the PL security with the SVO.

   Has the reporting entity self-designated PLGI securities? ..... Yes [ ] No [X]

35. By assigning FE to a Schedule BA non-registered private fund, the reporting entity is certifying the following elements of each self-designated FE fund:
   a. The shares were purchased prior to January 1, 2019.
   b. The reporting entity is holding capital commensurate with the NAIC Designation reported for the security.
   c. The security had a public credit rating(s) with annual surveillance assigned by an NAIC CRP in its legal capacity as an NRSRO prior to January 1, 2019.
   d. The fund only or predominantly holds bonds in its portfolio.
   e. The current reported NAIC Designation was derived from the public credit rating(s) with annual surveillance assigned by an NAIC CRP in its legal capacity as an NRSRO.
   f. The public credit rating(s) with annual surveillance assigned by an NAIC CRP has not lapsed.

   Has the reporting entity assigned FE to Schedule BA non-registered private funds that complied with the above criteria? ..... Yes [ ] No [X]

36. By rolling/renewing short-term or cash equivalent investments with continued reporting on Schedule DA, Part 1 or Schedule E Part 2 (identified through a code (%) in those investment schedules), the reporting entity is certifying to the following:
   a. The investment is a liquid asset that can be terminated by the reporting entity on the current maturity date.
   b. If the investment is with a nonrelated party or nonaffiliate, then it reflects an arms-length transaction with renewal completed at the discretion of all involved parties.
   c. If the investment is with a related party or affiliate, then the reporting entity has completed robust re-underwriting of the transaction for which documentation is available for regulator review.
   d. Short-term and cash equivalent investments that have been renewed/rolled from the prior period that do not meet the criteria in 36.a - 36.c are reported as long-term investments.

   Has the reporting entity rolled/renewed short-term or cash equivalent investments in accordance with these criteria? ..... Yes [X] No [ ] N/A [ ]

GENERAL INTERROGATORIES

OTHER

37.1 Amount of payments to trade associations, service organizations and statistical or rating bureaus, if any? ..... $ 2,504

37.2 List the name of the organization and the amount paid if any such payment represented 25% or more of the total payments to trade associations, service organizations and statistical or rating bureaus during the period covered by this statement.

1 Name	2 Amount Paid

38.1 Amount of payments for legal expenses, if any? ..... $ 25,744

38.2 List the name of the firm and the amount paid if any such payment represented 25% or more of the total payments for legal expenses during the period covered by this statement.

1 Name	2 Amount Paid

39.1 Amount of payments for expenditures in connection with matters before legislative bodies, officers or departments of government, if any? ..... $ 0

39.2 List the name of the firm and the amount paid if any such payment represented 25% or more of the total payment expenditures in connection with matters before legislative bodies, officers or departments of government during the period covered by this statement.

1 Name	2 Amount Paid

GENERAL INTERROGATORIES

PART 2 - HEALTH INTERROGATORIES

1.1 Does the reporting entity have any direct Medicare Supplement Insurance in force? Yes [ ] No [X]

1.2 If yes, indicate premium earned on U.S. business only. $ 0

1.3 What portion of Item (1.2) is not reported on the Medicare Supplement Insurance Experience Exhibit? $ 0

1.31 Reason for excluding

1.4 Indicate amount of earned premium attributable to Canadian and/or Other Alien not included in Item (1.2) above $ 0

1.5 Indicate total incurred claims on all Medicare Supplement Insurance. $ 0

1.6 Individual policies:

Most current three years:

1.61 Total premium earned $ 0

1.62 Total incurred claims $ 0

1.63 Number of covered lives 0

All years prior to most current three years:

1.64 Total premium earned $ 0

1.65 Total incurred claims $ 0

1.66 Number of covered lives 0

1.7 Group policies:

Most current three years:

1.71 Total premium earned $ 0

1.72 Total incurred claims $ 0

1.73 Number of covered lives 0

All years prior to most current three years:

1.74 Total premium earned $ 0

1.75 Total incurred claims $ 0

1.76 Number of covered lives 0

2. Health Test:

		1 Current Year	2 Prior Year
2.1	Premium Numerator	161,856,051	175,267,268
2.2	Premium Denominator	161,856,051	175,267,268
2.3	Premium Ratio (2.1/2.2)	1.000	1.000
2.4	Reserve Numerator	33,379,362	29,156,005
2.5	Reserve Denominator	33,379,362	29,156,005
2.6	Reserve Ratio (2.4/2.5)	1.000	1.000

3.1 Has the reporting entity received any endowment or gift from contracting hospitals, physicians, dentists, or others that is agreed will be returned when, as and if the earnings of the reporting entity permits? Yes [ ] No [X]

3.2 If yes, give particulars:

4.1 Have copies of all agreements stating the period and nature of hospitals', physicians', and dentists' care offered to subscribers and dependents been filed with the appropriate regulatory agency? Yes [X] No [ ]

4.2 If not previously filed, furnish herewith a copy(ies) of such agreement(s). Do these agreements include additional benefits offered? Yes [ ] No [ ]

5.1 Does the reporting entity have stop-loss reinsurance? Yes [ ] No [X]

5.2 If no, explain:
The Company does not have stop loss reinsurance.

5.3 Maximum retained risk (see instructions)

5.31 Comprehensive Medical $ 0

5.32 Medical Only $ 0

5.33 Medicare Supplement $ 0

5.34 Dental & Vision $ 0

5.35 Other Limited Benefit Plan $ 0

5.36 Other $ 0

6. Describe arrangement which the reporting entity may have to protect subscribers and their dependents against the risk of insolvency including hold harmless provisions, conversion privileges with other carriers, agreements with providers to continue rendering services, and any other agreements:
Provider contracts contain hold harmless and continuity of coverage provisions. In addition, the HMO maintains an insolvency protection agreement with an affiliate of the HMO.

7.1 Does the reporting entity set up its claim liability for provider services on a service date basis? Yes [X] No [ ]

7.2 If no, give details

8. Provide the following information regarding participating providers:

8.1 Number of providers at start of reporting year 13,139

8.2 Number of providers at end of reporting year 11,523

9.1 Does the reporting entity have business subject to premium rate guarantees? Yes [ ] No [X]

9.2 If yes, direct premium earned:

9.21 Business with rate guarantees between 15-36 months $ 0

9.22 Business with rate guarantees over 36 months $ 0

GENERAL INTERROGATORIES

10.1 Does the reporting entity have Incentive Pool, Withhold or Bonus Arrangements in its provider contracts? ..... Yes [X] No [ ]

10.2 If yes:

10.21 Maximum amount payable bonuses ..... $ 2,804,275
10.22 Amount actually paid for year bonuses ..... $ 3,273,339
10.23 Maximum amount payable withholds ..... $ 0
10.24 Amount actually paid for year withholds ..... $ 0

11.1 Is the reporting entity organized as:

11.12 A Medical Group/Staff Model, ... Yes [ ] No [X]
11.13 An Individual Practice Association (IPA), or, ... Yes [ ] No [X]
11.14 A Mixed Model (combination of above)? ..... Yes [ ] No [X]

11.2 Is the reporting entity subject to Statutory Minimum Capital and Surplus Requirements? ..... Yes [X] No [ ]
11.3 If yes, show the name of the state requiring such minimum capital and surplus. ..... Utah, Idaho, Nevada, Wyoming
11.4 If yes, show the amount required. ..... $ 7,921,314
11.5 Is this amount included as part of a contingency reserve in stockholder's equity? ..... Yes [ ] No [X]
11.6 If the amount is calculated, show the calculation
See Notes to Financial Statement - Note 21, Other Items, C., Other Disclosures.

12. List service areas in which reporting entity is licensed to operate:

1 Name of Service Area
The Company is licensed in all counties in the States of Utah, Idaho, Nevada and Wyoming.

13.1 Do you act as a custodian for health savings accounts? ..... Yes [ ] No [X]

13.2 If yes, please provide the amount of custodial funds held as of the reporting date. ..... $ 0

13.3 Do you act as an administrator for health savings accounts? ..... Yes [ ] No [X]

13.4 If yes, please provide the balance of funds administered as of the reporting date. ..... $ 0

14.1 Are any of the captive affiliates reported on Schedule S, Part 3, authorized reinsurers? ..... Yes [ ] No [ ] N/A [X]
14.2 If the answer to 14.1 is yes, please provide the following:

1 Company Name	2 NAIC Company Code	3 Domiciliary Jurisdiction	4 Reserve Credit	Assets Supporting Reserve Credit		
				5 Letters of Credit	6 Trust Agreements	7 Other

15. Provide the following for individual ordinary life insurance* policies (U.S. business only) for the current year (prior to reinsurance assumed or ceded):

15.1 Direct Premium Written ..... $ 0
15.2 Total Incurred Claims ..... $ 0
15.3 Number of Covered Lives 0

*Ordinary Life Insurance Includes
Term(whether full underwriting, limited underwriting, jet issue, "short form app")
Whole Life (whether full underwriting, limited underwriting, jet issue, "short form app")
Variable Life (with or without secondary gurarantee)
Universal Life (with or without secondary gurarantee)
Variable Universal Life (with or without secondary gurarantee)

16. Is the reporting entity licensed or chartered, registered, qualified, eligible or writing business in at least two states? ..... Yes [X] No [ ]

16.1 If no, does the reporting entity assume reinsurance business that covers risks residing in at least one state other than the state of domicile of the reporting entity? ..... Yes [ ] No [ ]

FIVE-YEAR HISTORICAL DATA

		1 2020	2 2019	3 2018	4 2017	5 2016
	Balance Sheet (Pages 2 and 3)					
1.	Total admitted assets (Page 2, Line 28)	84,609,229	84,642,263	78,182,608	99,649,722	113,825,097
2.	Total liabilities (Page 3, Line 24)	41,174,576	42,621,034	40,040,138	45,777,107	59,442,120
3.	Statutory minimum capital and surplus requirement	7,921,314	8,649,050	10,211,058	14,951,484	14,951,484
4.	Total capital and surplus (Page 3, Line 33)	43,434,653	42,021,229	38,142,470	53,872,615	54,382,977
	Income Statement (Page 4)					
5.	Total revenues (Line 8)	157,316,474	178,916,765	224,320,496	257,646,770	293,507,942
6.	Total medical and hospital expenses (Line 18)	130,411,042	151,275,647	181,916,320	207,815,469	259,404,209
7.	Claims adjustment expenses (Line 20)	2,749,260	3,803,946	4,248,618	5,249,803	7,412,421
8.	Total administrative expenses (Line 21)	17,946,801	17,911,250	32,691,219	27,376,691	33,644,827
9.	Net underwriting gain (loss) (Line 24)	6,290,316	5,844,977	5,464,339	17,204,807	(6,823,514)
10.	Net investment gain (loss) (Line 27)	1,097,884	2,542,027	1,816,131	2,754,260	2,299,752
11.	Total other income (Lines 28 plus 29)	0	450	(550)	0	0
12.	Net income or (loss) (Line 32)	5,226,462	6,979,098	4,764,477	16,089,450	(2,654,056)
	Cash Flow (Page 6)					
13.	Net cash from operations (Line 11)	15,351,372	(1,387,694)	1,557,631	25,880,970	(6,715,649)
	Risk-Based Capital Analysis					
14.	Total adjusted capital	43,434,653	42,021,229	38,142,470	53,872,615	54,382,977
15.	Authorized control level risk-based capital	3,960,657	4,324,525	5,105,529	5,519,854	7,525,680
	Enrollment (Exhibit 1)					
16.	Total members at end of period (Column 5, Line 7)	21,530	23,995	34,849	45,314	56,868
17.	Total members months (Column 6, Line 7)	261,540	299,127	470,229	577,570	778,488
	Operating Percentage (Page 4) (Item divided by Page 4, sum of Lines 2, 3 and 5) x 100.0					
18.	Premiums earned plus risk revenue (Line 2 plus Lines 3 and 5)	100.0	100.0	100.0	100.0	100.0
19.	Total hospital and medical plus other non-health (Lines 18 plus Line 19)	82.9	84.5	81.1	80.6	88.4
20.	Cost containment expenses	1.2	1.5	1.3	1.7	2.1
21.	Other claims adjustment expenses	0.5	0.6	0.6	0.3	0.4
22.	Total underwriting deductions (Line 23)	96.0	96.7	97.6	93.3	102.3
23.	Total underwriting gain (loss) (Line 24)	4.0	3.3	2.4	6.7	(2.3)
	Unpaid Claims Analysis (U&I Exhibit, Part 2B)					
24.	Total claims incurred for prior years (Line 13, Col. 5)	20,339,907	21,925,550	22,281,882	25,070,662	25,070,394
25.	Estimated liability of unpaid claims-[prior year (Line 13, Col. 6)]	23,284,709	24,740,838	27,737,634	31,116,486	26,115,400
	Investments In Parent, Subsidiaries and Affiliates					
26.	Affiliated bonds (Sch. D Summary, Line 12, Col. 1)	0	0	0	0	0
27.	Affiliated preferred stocks (Sch. D Summary, Line 18, Col. 1)	0	0	0	0	0
28.	Affiliated common stocks (Sch. D Summary, Line 24, Col. 1)	0	0	0	0	0
29.	Affiliated short-term investments (subtotal included in Schedule DA Verification, Col. 5, Line 10)	0	0	0	0	0
30.	Affiliated mortgage loans on real estate	0	0	0	0	0
31.	All other affiliated	0	0	0	0	0
32.	Total of above Lines 26 to 31	0	0	0	0	0
33.	Total investment in parent included in Lines 26 to 31 above.	0	0	0	0	0

NOTE: If a party to a merger, have the two most recent years of this exhibit been restated due to a merger in compliance with the disclosure requirements of SSAP No. 3, Accounting Changes and Correction of Errors? Yes [ ] No [ ]

If no, please explain:

EXHIBIT OF PREMIUMS, ENROLLMENT AND UTILIZATION (a)

REPORT FOR: 1. CORPORATION Aetna Health of Utah Inc. 2. Sandy, UT (LOCATION)

NAIC Group Code 0001 BUSINESS IN THE STATE OF Idaho DURING THE YEAR 2020 NAIC Company Code 95407

	1	Comprehensive (Hospital & Medical) 2	3	4	5	6	7	8	9	10
	Total	Individual	Group	Medicare Supplement	Vision Only	Dental Only	Federal Employees Health Benefit Plan	Title XVIII Medicare	Title XIX Medicaid	Other
Total Members at end of:										
1. Prior Year	727	0	96	0	0	0	631	0	0	0
2. First Quarter	640	0	96	0	0	0	544	0	0	0
3. Second Quarter	652	0	102	0	0	0	550	0	0	0
4. Third Quarter	634	0	95	0	0	0	539	0	0	0
5. Current Year	630	0	99	0	0	0	531	0	0	0
6. Current Year Member Months	7,646	0	1,168	0	0	0	6,478	0	0	0
Total Member Ambulatory Encounters for Year:										
7 Physician	7,313	0	1,047	0	0	0	6,266	0	0	0
8. Non-Physician	4,604	0	572	0	0	0	4,032	0	0	0
9. Total	11,917	0	1,619	0	0	0	10,298	0	0	0
10. Hospital Patient Days Incurred	78	0	11	0	0	0	67	0	0	0
11. Number of Inpatient Admissions	22	0	3	0	0	0	19	0	0	0
12. Health Premiums Written (b)	2,969,773	114	258,823	0	0	0	2,710,836	0	0	0
13. Life Premiums Direct	0	0	0	0	0	0	0	0	0	0
14. Property/Casualty Premiums Written	0	0	0	0	0	0	0	0	0	0
15. Health Premiums Earned	2,969,773	114	258,823	0	0	0	2,710,836	0	0	0
16. Property/Casualty Premiums Earned	0	0	0	0	0	0	0	0	0	0
17. Amount Paid for Provision of Health Care Services	2,480,469	0	382	0	0	0	2,480,087	0	0	0
18 Amount Incurred for Provision of Health Care Services	2,454,028	0	(12,472)	0	0	0	2,466,500	0	0	0

(a) For health business: number of persons insured under PPO managed care products 0 and number of persons insured under indemnity only products 0 .
(b) For health premiums written: amount of Medicare Title XVIII exempt from state taxes or fees $ 0

EXHIBIT OF PREMIUMS, ENROLLMENT AND UTILIZATION (a)

REPORT FOR: 1. CORPORATION Aetna Health of Utah Inc. 2. Sandy, UT (LOCATION)

NAIC Group Code 0001 BUSINESS IN THE STATE OF Nevada DURING THE YEAR 2020 NAIC Company Code 95407

	1	Comprehensive (Hospital & Medical) 2	3	4	5	6	7	8	9	10
	Total	Individual	Group	Medicare Supplement	Vision Only	Dental Only	Federal Employees Health Benefit Plan	Title XVIII Medicare	Title XIX Medicaid	Other
Total Members at end of:										
1. Prior Year	0	0	0	0	0	0	0	0	0	0
2. First Quarter	0	0	0	0	0	0	0	0	0	0
3. Second Quarter	0	0	0	0	0	0	0	0	0	0
4. Third Quarter	0	0	0	0	0	0	0	0	0	0
5. Current Year	0	0	0	0	0	0	0	0	0	0
6. Current Year Member Months	0	0	0	0	0	0	0	0	0	0
Total Member Ambulatory Encounters for Year:										
7 Physician	0	0	0	0	0	0	0	0	0	0
8. Non-Physician	0	0	0	0	0	0	0	0	0	0
9. Total	0	0	0	0	0	0	0	0	0	0
10. Hospital Patient Days Incurred	0	0	0	0	0	0	0	0	0	0
11. Number of Inpatient Admissions	0	0	0	0	0	0	0	0	0	0
12. Health Premiums Written (b)	0	0	0	0	0	0	0	0	0	0
13. Life Premiums Direct	0	0	0	0	0	0	0	0	0	0
14. Property/Casualty Premiums Written	0	0	0	0	0	0	0	0	0	0
15. Health Premiums Earned	0	0	0	0	0	0	0	0	0	0
16. Property/Casualty Premiums Earned	0	0	0	0	0	0	0	0	0	0
17. Amount Paid for Provision of Health Care Services	0	0	0	0	0	0	0	0	0	0
18 Amount Incurred for Provision of Health Care Services	0	0	0	0	0	0	0	0	0	0

(a) For health business: number of persons insured under PPO managed care products 0 and number of persons insured under indemnity only products 0 .

(b) For health premiums written: amount of Medicare Title XVIII exempt from state taxes or fees $ 0

EXHIBIT OF PREMIUMS, ENROLLMENT AND UTILIZATION (a)

REPORT FOR: 1. CORPORATION Aetna Health of Utah Inc. 2. Sandy, UT (LOCATION)

NAIC Group Code 0001 BUSINESS IN THE STATE OF Utah DURING THE YEAR 2020 NAIC Company Code 95407

	1	Comprehensive (Hospital & Medical) 2	3	4	5	6	7	8	9	10
	Total	Individual	Group	Medicare Supplement	Vision Only	Dental Only	Federal Employees Health Benefit Plan	Title XVIII Medicare	Title XIX Medicaid	Other
Total Members at end of:										
1. Prior Year	23,002	0	4,057	0	0	0	12,481	6,464	0	0
2. First Quarter	21,136	0	3,680	0	0	0	10,057	7,399	0	0
3. Second Quarter	20,767	0	3,550	0	0	0	9,821	7,396	0	0
4. Third Quarter	20,638	0	3,478	0	0	0	9,708	7,452	0	0
5. Current Year	20,607	0	3,569	0	0	0	9,553	7,485	0	0
6. Current Year Member Months	250,551	0	43,324	0	0	0	118,139	89,088	0	0
Total Member Ambulatory Encounters for Year:										
7 Physician	372,669	0	34,273	0	0	0	158,254	180,142	0	0
8. Non-Physician	240,369	0	27,097	0	0	0	114,017	99,255	0	0
9. Total	613,038	0	61,370	0	0	0	272,271	279,397	0	0
10. Hospital Patient Days Incurred	6,958	0	526	0	0	0	3,492	2,940	0	0
11. Number of Inpatient Admissions	1,548	0	141	0	0	0	598	809	0	0
12. Health Premiums Written (b)	156,187,020	4,728,092	15,722,703	0	0	0	64,127,027	71,609,198	0	0
13. Life Premiums Direct	0	0	0	0	0	0	0	0	0	0
14. Property/Casualty Premiums Written	0	0	0	0	0	0	0	0	0	0
15. Health Premiums Earned	151,647,443	4,728,092	15,724,322	0	0	0	64,127,027	67,068,002	0	0
16. Property/Casualty Premiums Earned	0	0	0	0	0	0	0	0	0	0
17. Amount Paid for Provision of Health Care Services	126,229,945	(98,672)	14,133,740	0	0	0	58,668,474	53,526,403	0	0
18 Amount Incurred for Provision of Health Care Services	125,729,660	(101,318)	12,343,461	0	0	0	58,347,046	55,140,471	0	0

(a) For health business: number of persons insured under PPO managed care products 0 and number of persons insured under indemnity only products 0 .

(b) For health premiums written: amount of Medicare Title XVIII exempt from state taxes or fees $ 71,609,198

EXHIBIT OF PREMIUMS, ENROLLMENT AND UTILIZATION (a)

REPORT FOR: 1. CORPORATION Aetna Health of Utah Inc. 2. Sandy, UT (LOCATION)

NAIC Group Code 0001 BUSINESS IN THE STATE OF Wyoming DURING THE YEAR 2020 NAIC Company Code 95407

	1	Comprehensive (Hospital & Medical) 2	3	4	5	6	7	8	9	10
	Total	Individual	Group	Medicare Supplement	Vision Only	Dental Only	Federal Employees Health Benefit Plan	Title XVIII Medicare	Title XIX Medicaid	Other
Total Members at end of:										
1. Prior Year	266	0	3	0	0	0	19	244	0	0
2. First Quarter	270	0	3	0	0	0	19	248	0	0
3. Second Quarter	278	0	3	0	0	0	24	251	0	0
4. Third Quarter	283	0	3	0	0	0	24	256	0	0
5. Current Year	293	0	3	0	0	0	24	266	0	0
6. Current Year Member Months	3,343	0	36	0	0	0	269	3,038	0	0
Total Member Ambulatory Encounters for Year:										
7 Physician	5,833	0	34	0	0	0	228	5,571	0	0
8. Non-Physician	3,863	0	30	0	0	0	229	3,604	0	0
9. Total	9,696	0	64	0	0	0	457	9,175	0	0
10. Hospital Patient Days Incurred	187	0	0	0	0	0	0	187	0	0
11. Number of Inpatient Admissions	42	0	0	0	0	0	0	42	0	0
12. Health Premiums Written (b)	2,944,437	5	17,546	0	0	0	112,402	2,814,484	0	0
13. Life Premiums Direct	0	0	0	0	0	0	0	0	0	0
14. Property/Casualty Premiums Written	0	0	0	0	0	0	0	0	0	0
15. Health Premiums Earned	2,944,437	5	17,546	0	0	0	112,402	2,814,484	0	0
16. Property/Casualty Premiums Earned	0	0	0	0	0	0	0	0	0	0
17. Amount Paid for Provision of Health Care Services	2,403,836	0	(34)	0	0	0	102,834	2,301,036	0	0
18 Amount Incurred for Provision of Health Care Services	2,468,696	0	(30)	0	0	0	102,270	2,366,456	0	0

(a) For health business: number of persons insured under PPO managed care products 0 and number of persons insured under indemnity only products 0 .

(b) For health premiums written: amount of Medicare Title XVIII exempt from state taxes or fees $ 2,814,484

EXHIBIT OF PREMIUMS, ENROLLMENT AND UTILIZATION (a)

REPORT FOR: 1. CORPORATION Aetna Health of Utah Inc. 2. Sandy, UT (LOCATION)

NAIC Group Code 0001 BUSINESS IN THE STATE OF Grand Total DURING THE YEAR 2020 NAIC Company Code 95407

	1	Comprehensive (Hospital & Medical) 2	3	4	5	6	7	8	9	10
	Total	Individual	Group	Medicare Supplement	Vision Only	Dental Only	Federal Employees Health Benefit Plan	Title XVIII Medicare	Title XIX Medicaid	Other
Total Members at end of:										
1. Prior Year	23,995	0	4,156	0	0	0	13,131	6,708	0	0
2. First Quarter	22,046	0	3,779	0	0	0	10,620	7,647	0	0
3. Second Quarter	21,697	0	3,655	0	0	0	10,395	7,647	0	0
4. Third Quarter	21,555	0	3,576	0	0	0	10,271	7,708	0	0
5. Current Year	21,530	0	3,671	0	0	0	10,108	7,751	0	0
6. Current Year Member Months	261,540	0	44,528	0	0	0	124,886	92,126	0	0
Total Member Ambulatory Encounters for Year:										
7 Physician	385,815	0	35,354	0	0	0	164,748	185,713	0	0
8. Non-Physician	248,836	0	27,699	0	0	0	118,278	102,859	0	0
9. Total	634,651	0	63,053	0	0	0	283,026	288,572	0	0
10. Hospital Patient Days Incurred	7,223	0	537	0	0	0	3,559	3,127	0	0
11. Number of Inpatient Admissions	1,612	0	144	0	0	0	617	851	0	0
12. Health Premiums Written (b)	162,101,230	4,728,211	15,999,072	0	0	0	66,950,265	74,423,682	0	0
13. Life Premiums Direct	0	0	0	0	0	0	0	0	0	0
14. Property/Casualty Premiums Written	0	0	0	0	0	0	0	0	0	0
15. Health Premiums Earned	157,561,653	4,728,211	16,000,691	0	0	0	66,950,265	69,882,486	0	0
16. Property/Casualty Premiums Earned	0	0	0	0	0	0	0	0	0	0
17. Amount Paid for Provision of Health Care Services	131,114,250	(98,672)	14,134,088	0	0	0	61,251,395	55,827,439	0	0
18 Amount Incurred for Provision of Health Care Services	130,652,384	(101,318)	12,330,959	0	0	0	60,915,816	57,506,927	0	0

(a) For health business: number of persons insured under PPO managed care products 0 and number of persons insured under indemnity only products 0 .

(b) For health premiums written: amount of Medicare Title XVIII exempt from state taxes or fees $ 74,423,682

SCHEDULE S - PART 1 - SECTION 2

Reinsurance Assumed Accident and Health Insurance Listed by Reinsured Company as of December 31, Current Year

1 NAIC Company Code	2 ID Number	3 Effective Date	4 Name of Reinsured	5 Domiciliary Jurisdiction	6 Type of Reinsurance Assumed	7 Type of Business Assumed	8 Premiums	9 Unearned Premiums	10 Reserve Liability Other Than for Unearned Premiums	11 Reinsurance Payable on Paid and Unpaid Losses	12 Modified Coinsurance Reserve	13 Funds Withheld Under Coinsurance
9999999 - Totals												

NONE

SCHEDULE S - PART 2

Reinsurance Recoverable on Paid and Unpaid Losses Listed by Reinsuring Company as of December 31, Current Year

1 NAIC Company Code	2 ID Number	3 Effective Date	4 Name of Company	5 Domiciliary Jurisdiction	6 Paid Losses	7 Unpaid Losses
0399999. Total Life and Annuity - U.S. Affiliates					0	0
0699999. Total Life and Annuity - Non-U.S. Affiliates					0	0
0799999. Total Life and Annuity - Affiliates					0	0
1099999. Total Life and Annuity - Non-Affiliates					0	0
1199999. Total Life and Annuity					0	0
1499999. Total Accident and Health - U.S. Affiliates					0	0
1799999. Total Accident and Health - Non-U.S. Affiliates					0	0
1899999. Total Accident and Health - Affiliates					0	0
00000	AA-3770333	03/01/2016	Fresenius Medical Care Reinsurance Company (Cayman) LTD	CYM	0	23,678
2099999. Accident and Health - Non-U.S. Non-Affiliates					0	23,678
2199999. Total Accident and Health - Non-Affiliates					0	23,678
2299999. Total Accident and Health					0	23,678
2399999. Total U.S. (Sum of 0399999, 0899999, 1499999 and 1999999)					0	0
2499999. Total Non-U.S. (Sum of 0699999, 0999999, 1799999 and 2099999)					0	23,678
9999999 Totals - Life, Annuity and Accident and Health					0	23,678

SCHEDULE S - PART 3 - SECTION 2

Reinsurance Ceded Accident and Health Insurance Listed by Reinsuring Company as of December 31, Current Year

1 NAIC Company Code	2 ID Number	3 Effective Date	4 Name of Company	5 Domiciliary Jurisdiction	6 Type of Reinsurance Ceded	7 Type of Business Ceded	8 Premiums	9 Unearned Premiums (Estimated)	10 Reserve Credit Taken Other than for Unearned Premiums	Outstanding Surplus Relief 11 Current Year	Outstanding Surplus Relief 12 Prior Year	13 Modified Coinsurance Reserve	14 Funds Withheld Under Coinsurance
0399999. Total General Account - Authorized U.S. Affiliates							0	0	0	0	0	0	0
0699999. Total General Account - Authorized Non-U.S. Affiliates							0	0	0	0	0	0	0
0799999. Total General Account - Authorized Affiliates							0	0	0	0	0	0	0
1099999. Total General Account - Authorized Non-Affiliates							0	0	0	0	0	0	0
1199999. Total General Account Authorized							0	0	0	0	0	0	0
1499999. Total General Account - Unauthorized U.S. Affiliates							0	0	0	0	0	0	0
1799999. Total General Account - Unauthorized Non-U.S. Affiliates							0	0	0	0	0	0	0
1899999. Total General Account - Unauthorized Affiliates							0	0	0	0	0	0	0
00000	AA-3770333	03/01/2016	Fresenius Medical Care Reinsurance Company (Cayman) LTD	CYM	Health - Specific Stop Loss - Hospital - Individual	MR	245,179	0	0	0	0	0	0
2099999. General Account - Unauthorized Non-U.S. Non-Affiliates							245,179	0	0	0	0	0	0
2199999. Total General Account - Unauthorized Non-Affiliates							245,179	0	0	0	0	0	0
2299999. Total General Account Unauthorized							245,179	0	0	0	0	0	0
2599999. Total General Account - Certified U.S. Affiliates							0	0	0	0	0	0	0
2899999. Total General Account - Certified Non-U.S. Affiliates							0	0	0	0	0	0	0
2999999. Total General Account - Certified Affiliates							0	0	0	0	0	0	0
3299999. Total General Account - Certified Non-Affiliates							0	0	0	0	0	0	0
3399999. Total General Account Certified							0	0	0	0	0	0	0
3699999. Total General Account - Reciprocal Jurisdiction U.S. Affiliates							0	0	0	0	0	0	0
3999999. Total General Account - Reciprocal Jurisdiction Non-U.S. Affiliates							0	0	0	0	0	0	0
4099999. Total General Account - Reciprocal Jurisdiction Affiliates							0	0	0	0	0	0	0
4399999. Total General Account - Reciprocal Jurisdiction Non-Affiliates							0	0	0	0	0	0	0
4499999. Total General Account Reciprocal Jurisdiction							0	0	0	0	0	0	0
4599999. Total General Account Authorized, Unauthorized, Reciprocal Jurisdiction and Certified							245,179	0	0	0	0	0	0
4899999. Total Separate Accounts - Authorized U.S. Affiliates							0	0	0	0	0	0	0
5199999. Total Separate Accounts - Authorized Non-U.S. Affiliates							0	0	0	0	0	0	0
5299999. Total Separate Accounts - Authorized Affiliates							0	0	0	0	0	0	0
5599999. Total Separate Accounts - Authorized Non-Affiliates							0	0	0	0	0	0	0
5699999. Total Separate Accounts Authorized							0	0	0	0	0	0	0
5999999. Total Separate Accounts - Unauthorized U.S. Affiliates							0	0	0	0	0	0	0
6299999. Total Separate Accounts - Unauthorized Non-U.S. Affiliates							0	0	0	0	0	0	0
6399999. Total Separate Accounts - Unauthorized Affiliates							0	0	0	0	0	0	0
6699999. Total Separate Accounts - Unauthorized Non-Affiliates							0	0	0	0	0	0	0
6799999. Total Separate Accounts Unauthorized							0	0	0	0	0	0	0
7099999. Total Separate Accounts - Certified U.S. Affiliates							0	0	0	0	0	0	0
7399999. Total Separate Accounts - Certified Non-U.S. Affiliates							0	0	0	0	0	0	0
7499999. Total Separate Accounts - Certified Affiliates							0	0	0	0	0	0	0
7799999. Total Separate Accounts - Certified Non-Affiliates							0	0	0	0	0	0	0
7899999. Total Separate Accounts Certified							0	0	0	0	0	0	0
8199999. Total Separate Accounts - Reciprocal Jurisdiction U.S. Affiliates							0	0	0	0	0	0	0
8499999. Total Separate Accounts - Reciprocal Jurisdiction Non-U.S. Affiliates							0	0	0	0	0	0	0
8599999. Total Separate Accounts - Reciprocal Jurisdiction Affiliates							0	0	0	0	0	0	0
8899999. Total Separate Accounts - Reciprocal Jurisdiction Non-Affiliates							0	0	0	0	0	0	0
8999999. Total Separate Accounts Reciprocal Jurisdiction							0	0	0	0	0	0	0
9099999. Total Separate Accounts Authorized, Unauthorized, Reciprocal Jurisdiction and Certified							0	0	0	0	0	0	0
9199999. Total U.S. (Sum of 0399999, 0899999, 1499999, 1999999, 2599999, 3099999, 3699999, 4199999, 4899999, 5399999, 5999999, 6499999, 7099999, 7599999, 8199999 and 8699999)							0	0	0	0	0	0	0
9299999. Total Non-U.S. (Sum of 0699999, 0999999, 1799999, 2099999, 2899999, 3199999, 3999999, 4299999, 5199999, 5499999, 6299999, 6599999, 7399999, 7699999, 8499999 and 8799999)							245,179	0	0	0	0	0	0
9999999 - Totals							245,179	0	0	0	0	0	0

SCHEDULE S - PART 4

Reinsurance Ceded to Unauthorized Companies

1 NAIC Company Code	2 ID Number	3 Effective Date	4 Name of Reinsurer	5 Reserve Credit Taken	6 Paid and Unpaid Losses Recoverable (Debit)	7 Other Debits	8 Total (Cols.5+6+7)	9 Letters of Credit	10 Issuing or Confirming Bank Reference Number (a)	11 Trust Agreements	12 Funds Deposited by and Withheld from Reinsurers	13 Other	14 Miscellaneous Balances (Credit)	15 Sum of Cols. 9+11+12+13 +14 but not in Excess of Col. 8
0399999. Total General Account - Life and Annuity U.S. Affiliates				0	0	0	0	0	XXX	0	0	0	0	0
0699999. Total General Account - Life and Annuity Non-U.S. Affiliates				0	0	0	0	0	XXX	0	0	0	0	0
0799999. Total General Account - Life and Annuity Affiliates				0	0	0	0	0	XXX	0	0	0	0	0
1099999. Total General Account - Life and Annuity Non-Affiliates				0	0	0	0	0	XXX	0	0	0	0	0
1199999. Total General Account Life and Annuity				0	0	0	0	0	XXX	0	0	0	0	0
1499999. Total General Account - Accident and Health U.S. Affiliates				0	0	0	0	0	XXX	0	0	0	0	0
1799999. Total General Account - Accident and Health Non-U.S. Affiliates				0	0	0	0	0	XXX	0	0	0	0	0
1899999. Total General Account - Accident and Health Affiliates				0	0	0	0	0	XXX	0	0	0	0	0
00000	AA-3770333	03/01/2016	Fresenius Medical Care Reinsurance Company (Cayman) LTD	0	23,678	0	23,678	0		0	30,453	0	0	23,678
2099999. General Account - Accident and Health Non-U.S. Non-Affiliates				0	23,678	0	23,678	0	XXX	0	30,453	0	0	23,678
2199999. Total General Account - Accident and Health Non-Affiliates				0	23,678	0	23,678	0	XXX	0	30,453	0	0	23,678
2299999. Total General Account Accident and Health				0	23,678	0	23,678	0	XXX	0	30,453	0	0	23,678
2399999. Total General Account				0	23,678	0	23,678	0	XXX	0	30,453	0	0	23,678
2699999. Total Separate Accounts - U.S. Affiliates				0	0	0	0	0	XXX	0	0	0	0	0
2999999. Total Separate Accounts - Non-U.S. Affiliates				0	0	0	0	0	XXX	0	0	0	0	0
3099999. Total Separate Accounts - Affiliates				0	0	0	0	0	XXX	0	0	0	0	0
3399999. Total Separate Accounts - Non-Affiliates				0	0	0	0	0	XXX	0	0	0	0	0
3499999. Total Separate Accounts				0	0	0	0	0	XXX	0	0	0	0	0
3599999. Total U.S. (Sum of 0399999, 0899999, 1499999, 1999999, 2699999 and 3199999)				0	23,678	0	23,678	0	XXX	0	30,453	0	0	23,678
3699999. Total Non-U.S. (Sum of 0699999, 0999999, 1799999, 2099999, 2999999 and 3299999)				0	23,678	0	23,678	0	XXX	0	30,453	0	0	23,678
9999999 - Totals				0	23,678	0	23,678	0	XXX	0	30,453	0	0	23,678

(a)

Issuing or Confirming Bank Reference Number	Letters of Credit Code	American Bankers Association (ABA) Routing Number	Issuing or Confirming Bank Name	Letters of Credit Amount

Schedule S - Part 5

NONE

Schedule S - Part 5 - Bank Footnote

NONE

SCHEDULE S - PART 6

Five Year Exhibit of Reinsurance Ceded Business ($000 Omitted)

		1 2020	2 2019	3 2018	4 2017	5 2016
	A. OPERATIONS ITEMS					
1.	Premiums	0	0	0	0	93
2.	Title XVIII - Medicare	245	0	65	0	0
3.	Title XIX - Medicaid	0	0	0	0	0
4.	Commissions and reinsurance expense allowance	0	0	0	0	0
5.	Total hospital and medical expenses	241	152	78	76	515
	B. BALANCE SHEET ITEMS					
6.	Premiums receivable	0	0	0	0	0
7.	Claims payable	24	0	5	0	17
8.	Reinsurance recoverable on paid losses	0	0	4	107	804
9.	Experience rating refunds due or unpaid	0	0	0	0	0
10.	Commissions and reinsurance expense allowances due	0	0	0	0	0
11.	Unauthorized reinsurance offset	30	0	5	0	0
12.	Offset for reinsurance with Certified Reinsurers	0	0	0	0	0
	C. UNAUTHORIZED REINSURANCE (DEPOSITS BY AND FUNDS WITHHELD FROM)					
13.	Funds deposited by and withheld from (F)	30	0	5	0	0
14.	Letters of credit (L)	0	0	0	0	0
15.	Trust agreements (T)	0	0	0	0	0
16.	Other (O)	0	0	0	0	0
	D. REINSURANCE WITH CERTIFIED REINSURERS (DEPOSITS BY AND FUNDS WITHHELD FROM)					
17.	Multiple Beneficiary Trust	0	0	0	0	0
18.	Funds deposited by and withheld from (F)	0	0	0	0	0
19.	Letters of credit (L)	0	0	0	0	0
20.	Trust agreements (T)	0	0	0	0	0
21.	Other (O)	0	0	0	0	0

SCHEDULE S - PART 7

Restatement of Balance Sheet to Identify Net Credit For Ceded Reinsurance

		1 As Reported (net of ceded)	2 Restatement Adjustments	3 Restated (gross of ceded)
	ASSETS (Page 2, Col. 3)			
1.	Cash and invested assets (Line 12)	73,666,693	0	73,666,693
2.	Accident and health premiums due and unpaid (Line 15)	6,532,813	0	6,532,813
3.	Amounts recoverable from reinsurers (Line 16.1)	0	0	0
4.	Net credit for ceded reinsurance	XXX	(6,775)	(6,775)
5.	All other admitted assets (Balance)	4,409,723	0	4,409,723
6.	Total assets (Line 28)	84,609,229	(6,775)	84,602,454
	LIABILITIES, CAPITAL AND SURPLUS (Page 3)			
7.	Claims unpaid (Line 1)	21,512,565	23,678	21,536,243
8.	Accrued medical incentive pool and bonus payments (Line 2)	2,804,275	0	2,804,275
9.	Premiums received in advance (Line 8)	46,786	0	46,786
10.	Funds held under reinsurance treaties with authorized and unauthorized reinsurers (Line 19 first inset amount plus second inset amount)	30,453	(30,453)	0
11.	Reinsurance in unauthorized companies (Line 20 minus inset amount)	0	0	0
12.	Reinsurance with Certified Reinsurers (Line 20 inset amount)	0	0	0
13.	Funds held under reinsurance treaties with Certified Reinsurers (Line 19 third inset amount)	0	0	0
14.	All other liabilities (Balance)	16,780,497	0	16,780,497
15.	Total liabilities (Line 24)	41,174,576	(6,775)	41,167,801
16.	Total capital and surplus (Line 33)	43,434,653	XXX	43,434,653
17.	Total liabilities, capital and surplus (Line 34)	84,609,229	(6,775)	84,602,454

	NET CREDIT FOR CEDED REINSURANCE	
18.	Claims unpaid	23,678
19.	Accrued medical incentive pool	0
20.	Premiums received in advance	0
21.	Reinsurance recoverable on paid losses	0
22.	Other ceded reinsurance recoverables	0
23.	Total ceded reinsurance recoverables	23,678
24.	Premiums receivable	0
25.	Funds held under reinsurance treaties with authorized and unauthorized reinsurers	30,453
26.	Unauthorized reinsurance	0
27.	Reinsurance with Certified Reinsurers	0
28.	Funds held under reinsurance treaties with Certified Reinsurers	0
29.	Other ceded reinsurance payables/offsets	0
30.	Total ceded reinsurance payables/offsets	30,453
31.	Total net credit for ceded reinsurance	(6,775)

SCHEDULE T PREMIUMS AND OTHER CONSIDERATIONS

Allocated by States and Territories

States, etc.	1 Active Status (a)	Direct Business Only 2 Accident & Health Premiums	3 Medicare Title XVIII	4 Medicaid Title XIX	5 Federal Employees Health Benefits Plan Premiums	6 Life & Annuity Premiums & Other Considerations	7 Property/ Casualty Premiums	8 Total Columns 2 Through 7	9 Deposit-Type Contracts
1. Alabama AL	N	0	0	0	0	0	0	0	0
2. Alaska AK	N	0	0	0	0	0	0	0	0
3. Arizona AZ	N	0	0	0	0	0	0	0	0
4. Arkansas AR	N	0	0	0	0	0	0	0	0
5. California CA	N	0	0	0	0	0	0	0	0
6. Colorado CO	N	0	0	0	0	0	0	0	0
7. Connecticut CT	N	0	0	0	0	0	0	0	0
8. Delaware DE	N	0	0	0	0	0	0	0	0
9. District of Columbia DC	N	0	0	0	0	0	0	0	0
10. Florida FL	N	0	0	0	0	0	0	0	0
11. Georgia GA	N	0	0	0	0	0	0	0	0
12. Hawaii HI	N	0	0	0	0	0	0	0	0
13. Idaho ID	L	258,937	0	0	2,710,836	0	0	2,969,773	0
14. Illinois IL	N	0	0	0	0	0	0	0	0
15. Indiana IN	N	0	0	0	0	0	0	0	0
16. Iowa IA	N	0	0	0	0	0	0	0	0
17. Kansas KS	N	0	0	0	0	0	0	0	0
18. Kentucky KY	N	0	0	0	0	0	0	0	0
19. Louisiana LA	N	0	0	0	0	0	0	0	0
20. Maine ME	N	0	0	0	0	0	0	0	0
21. Maryland MD	N	0	0	0	0	0	0	0	0
22. Massachusetts MA	N	0	0	0	0	0	0	0	0
23. Michigan MI	N	0	0	0	0	0	0	0	0
24. Minnesota MN	N	0	0	0	0	0	0	0	0
25. Mississippi MS	N	0	0	0	0	0	0	0	0
26. Missouri MO	N	0	0	0	0	0	0	0	0
27. Montana MT	N	0	0	0	0	0	0	0	0
28. Nebraska NE	N	0	0	0	0	0	0	0	0
29. Nevada NV	L	0	0	0	0	0	0	0	0
30. New Hampshire NH	N	0	0	0	0	0	0	0	0
31. New Jersey NJ	N	0	0	0	0	0	0	0	0
32. New Mexico NM	N	0	0	0	0	0	0	0	0
33. New York NY	N	0	0	0	0	0	0	0	0
34. North Carolina NC	N	0	0	0	0	0	0	0	0
35. North Dakota ND	N	0	0	0	0	0	0	0	0
36. Ohio OH	N	0	0	0	0	0	0	0	0
37. Oklahoma OK	N	0	0	0	0	0	0	0	0
38. Oregon OR	N	0	0	0	0	0	0	0	0
39. Pennsylvania PA	N	0	0	0	0	0	0	0	0
40. Rhode Island RI	N	0	0	0	0	0	0	0	0
41. South Carolina SC	N	0	0	0	0	0	0	0	0
42. South Dakota SD	N	0	0	0	0	0	0	0	0
43. Tennessee TN	N	0	0	0	0	0	0	0	0
44. Texas TX	N	0	0	0	0	0	0	0	0
45. Utah UT	L	20,450,795	71,609,198	0	64,127,027	0	0	156,187,020	0
46. Vermont VT	N	0	0	0	0	0	0	0	0
47. Virginia VA	N	0	0	0	0	0	0	0	0
48. Washington WA	N	0	0	0	0	0	0	0	0
49. West Virginia WV	N	0	0	0	0	0	0	0	0
50. Wisconsin WI	N	0	0	0	0	0	0	0	0
51. Wyoming WY	L	17,551	2,814,484	0	112,402	0	0	2,944,437	0
52. American Samoa AS	N	0	0	0	0	0	0	0	0
53. Guam GU	N	0	0	0	0	0	0	0	0
54. Puerto Rico PR	N	0	0	0	0	0	0	0	0
55. U.S. Virgin Islands VI	N	0	0	0	0	0	0	0	0
56. Northern Mariana Islands MP	N	0	0	0	0	0	0	0	0
57. Canada CAN	N	0	0	0	0	0	0	0	0
58. Aggregate other alien OT	XXX	0	0	0	0	0	0	0	0
59. Subtotal	XXX	20,727,283	74,423,682	0	66,950,265	0	0	162,101,230	0
60. Reporting entity contributions for Employee Benefit Plans	XXX	0	0	0	0	0	0	0	0
61. Total (Direct Business)	XXX	20,727,283	74,423,682	0	66,950,265	0	0	162,101,230	0
DETAILS OF WRITE-INS									
58001.	XXX								
58002.	XXX								
58003.	XXX								
58998. Summary of remaining write-ins for Line 58 from overflow page	XXX	0	0	0	0	0	0	0	0
58999. Totals (Lines 58001 through 58003 plus 58998)(Line 58 above)	XXX	0	0	0	0	0	0	0	0

(a) Active Status Counts:

L - Licensed or Chartered - Licensed insurance carrier or domiciled RRG 4

E - Eligible - Reporting entities eligible or approved to write surplus lines in the state 0

N - None of the above - Not allowed to write business in the state 53

R - Registered - Non-domiciled RRGs 0

Q - Qualified - Qualified or accredited reinsurer 0

(b) Explanation of basis of allocation by states, premiums by state, etc.
Allocation by state is based on the employer group's state of domicile.

SCHEDULE T - PART 2

INTERSTATE COMPACT - EXHIBIT OF PREMIUMS WRITTEN

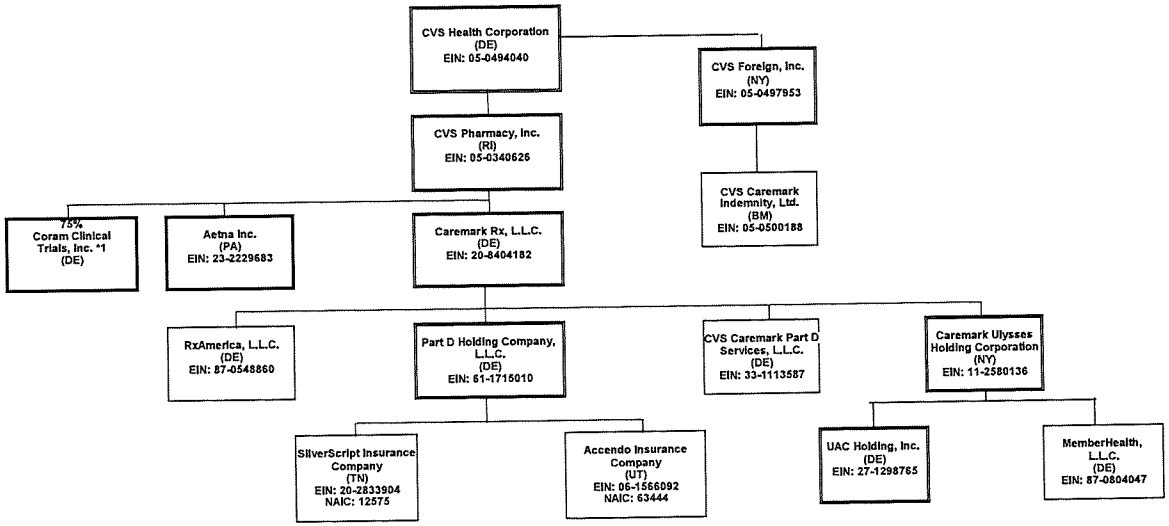
Allocated by States and Territories

States, Etc.	Direct Business Only					
	1 Life (Group and Individual)	2 Annuities (Group and Individual)	3 Disability Income (Group and Individual)	4 Long-Term Care (Group and Individual)	5 Deposit-Type Contracts	6 Totals
1. Alabama AL						
2. Alaska AK						
3. Arizona AZ						
4. Arkansas AR						
5. California CA						
6. Colorado CO						
7. Connecticut CT						
8. Delaware DE						
9. District of Columbia DC						
10. Florida FL						
11. Georgia GA						
12. Hawaii HI						
13. Idaho ID						
14. Illinois IL						
15. Indiana IN						
16. Iowa IA						
17. Kansas KS						
18. Kentucky KY						
19. Louisiana LA						
20. Maine ME						
21. Maryland MD						
22. Massachusetts MA						
23. Michigan MI						
24. Minnesota MN						
25. Mississippi MS						
26. Missouri MO						
27. Montana MT						
28. Nebraska [illegible]						
29. Nevada [illegible]						
30. New Hampshire NH						
31. New Jersey NJ						
32. New Mexico NM						
33. New York NY						
34. North Carolina NC						
35. North Dakota ND						
36. Ohio OH						
37. Oklahoma OK						
38. Oregon OR						
39. Pennsylvania PA						
40. Rhode Island RI						
41. South Carolina SC						
42. South Dakota SD						
43. Tennessee TN						
44. Texas TX						
45. Utah UT						
46. Vermont VT						
47. Virginia VA						
48. Washington WA						
49. West Virginia WV						
50. Wisconsin WI						
51. Wyoming WY						
52. American Samoa AS						
53. Guam GU						
54. Puerto Rico PR						
55. U.S. Virgin Islands VI						
56. Northern Mariana Islands MP						
57. Canada CAN						
58. Aggregate Other Alien OT						
59. Total						

NONE

SCHEDULE Y - INFORMATION CONCERNING ACTIVITIES OF INSURANCE MEMBERS OF A HOLDING COMPANY GROUP

PART 1 - ORGANIZATIONAL CHART

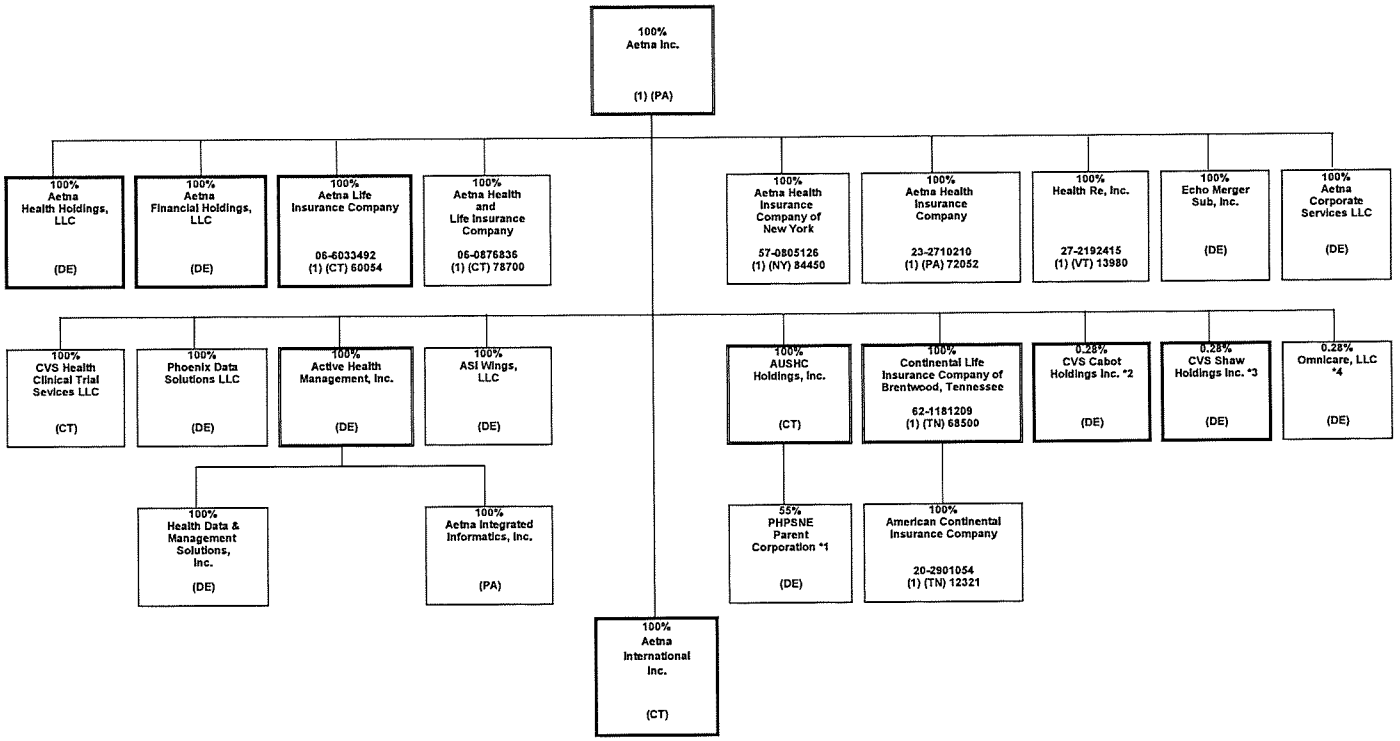


This organizational chart reflects the insurance entity reporting system and identifies the relationship between the ultimate parent and all member insurers.
The ultimate controlling company is a Fortune 7 company with numerous subsidiaries, the majority of which do not interact with the insurance entities.
(1) Insurers/HMO's
Percentages are rounded to the nearest whole percent and based on ownership of voting rights.
Double borders indicate entity has subsidiaries shown on the same page.
Bold borders indicate entity has subsidiaries shown on a separate page.

***1 Coram Clinical Trials, Inc. is also 25% owned by Aetna Life Insurance Company**

SCHEDULE Y - INFORMATION CONCERNING ACTIVITIES OF INSURANCE MEMBERS OF A HOLDING COMPANY GROUP

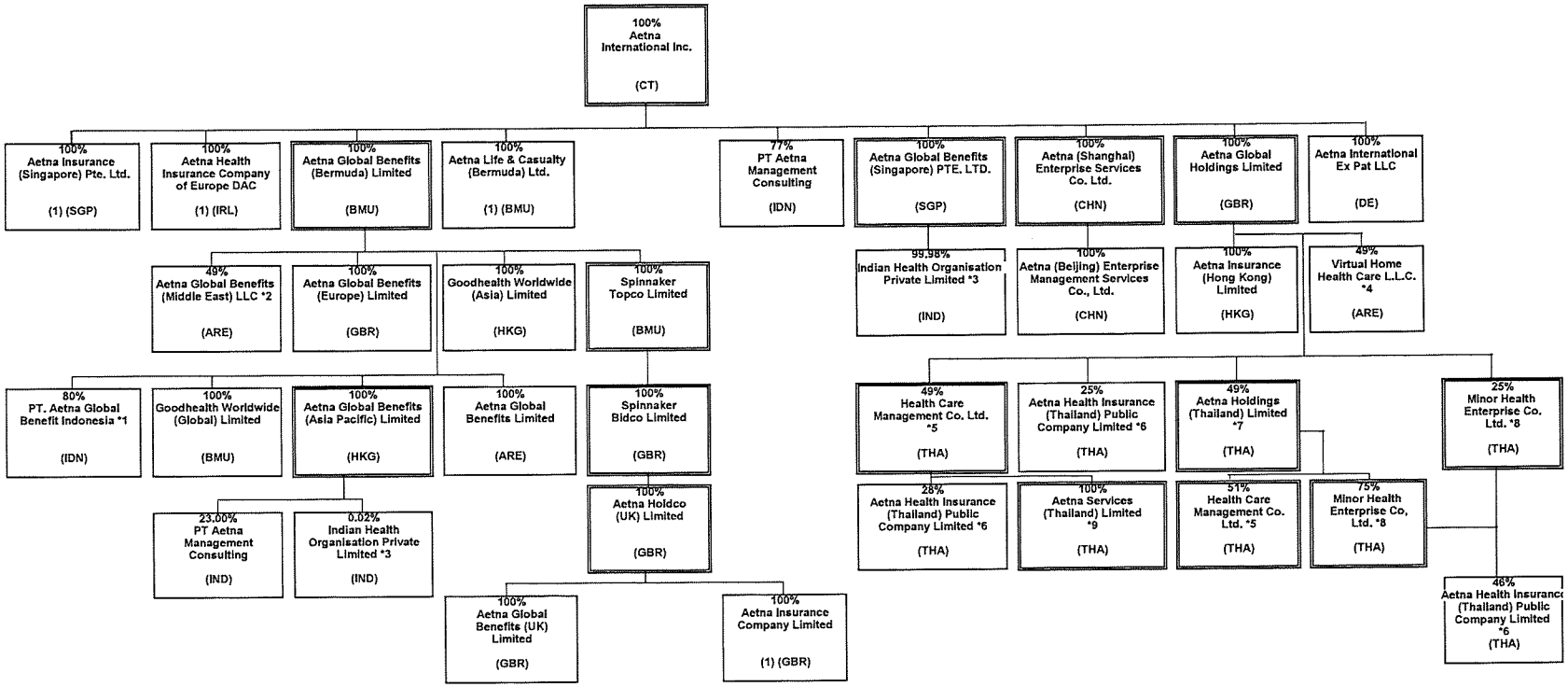
PART 1 - ORGANIZATIONAL CHART



*1 PHPSNE Parent Corporation is also 45% owned by third parties.
*2 CVS Cabot Holdings Inc. is also 99.72% owned by Coram Clinical Trials, Inc.
*3 CVS Shaw Holdings Inc. is also 99.72% owned by Coram Clinical Trials, Inc.
*4 Omnicare, LLC is also owned by CVS Cabot Holdings Inc and CVS Shaw Holdings Inc., each with 49.86% ownership.

SCHEDULE Y - INFORMATION CONCERNING ACTIVITIES OF INSURANCE MEMBERS OF A HOLDING COMPANY GROUP

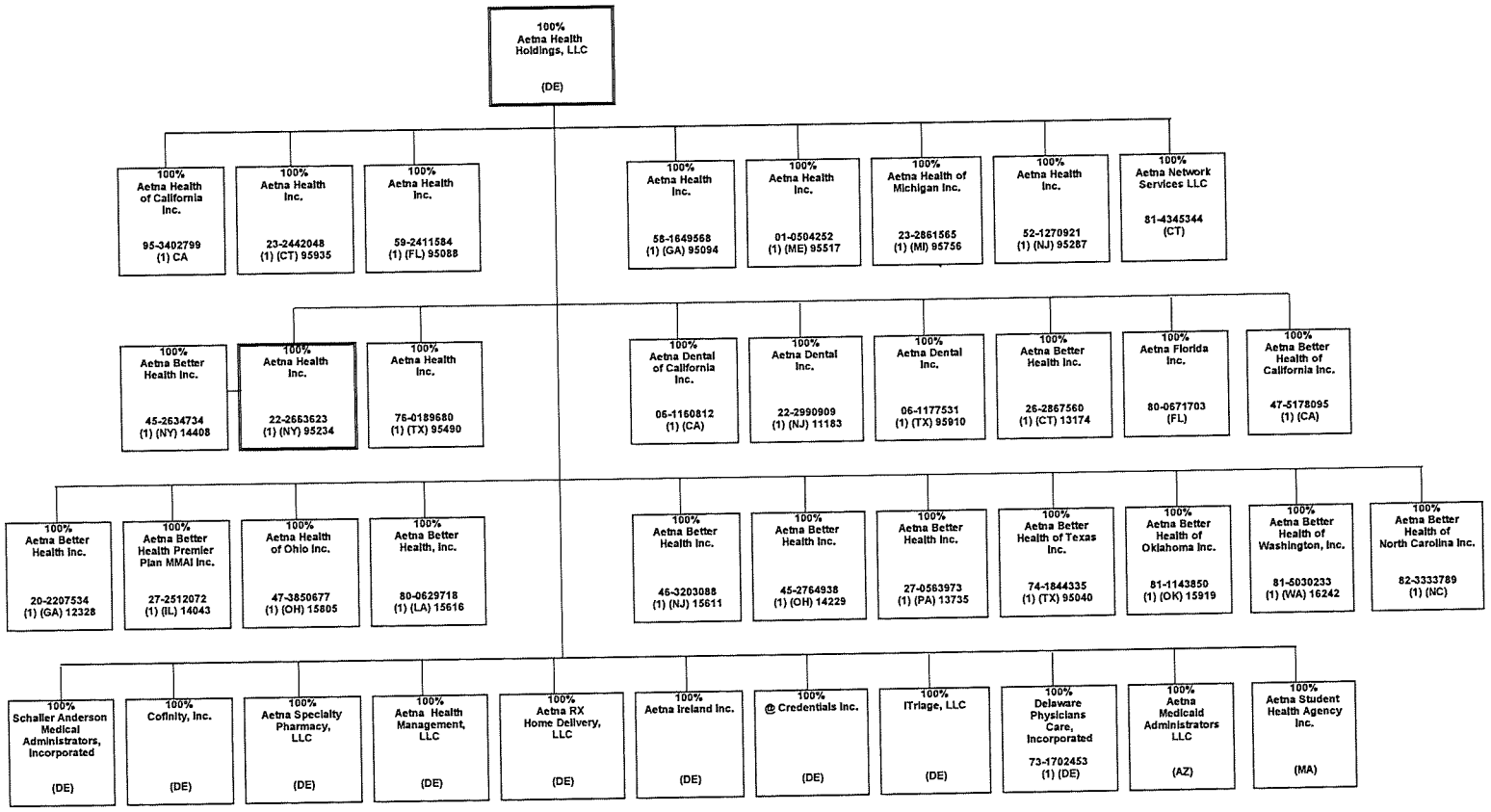
PART 1 - ORGANIZATIONAL CHART



*1 PT. Aetna Global Benefits Indonesia is also 20% owned by Suhatsyah Rivai, Aetna's Nominee.
*2 Aetna Global Benefits (Middle East) LLC is also 51% is owned by Euro Gulf LLC, Aetna's Nominee.
*3 Indian Health Organisation Private Limited is 0.019857% owned by Aetna Global Benefits (Asia Pacific) and 99.980143% owned by Aetna Global Benefits (Singapore) PTE. LTD.
*4 Virtual Home Health Care L.L.C. is also 51% owned by CBD Commercial Brokers LLC, Aetna's Nominee
*5 Health Care Management Co. Ltd. is also owned by Aetna Global Benefits (Bermuda) Limited (1 share).
*6 Aetna Health Insurance (Thailand) Public Company Limited is also owned by Aetna Global Benefits (Bermuda) Limited (1 share), Ms. Srisa-ard Sansanapongpherchar (1 Share), Mr. Jitphasong Itsaraphakde (1 Share); Mrs. Suphee Wattana (1 Share); and Mr. Buncha Tanphragorn (1 Share)
*7 Aetna Holdings (Thailand) Limited is also 51% owned by Mr. Paiboon Sutantivorakoon plus Aetna Benefits (Bermuda) Limited owns 1 share.
*8 Minor Health Enterprise Co, Ltd is is also (1 share) owned by Aetna Global Benefits (Bermuda) Limited
*9 Aetna Services (Thailand) Limited is also (1 share) owned by Aetna Global Benefits (Bermuda) Limited and (1 share) owned by Aetna Global Holdings Limited

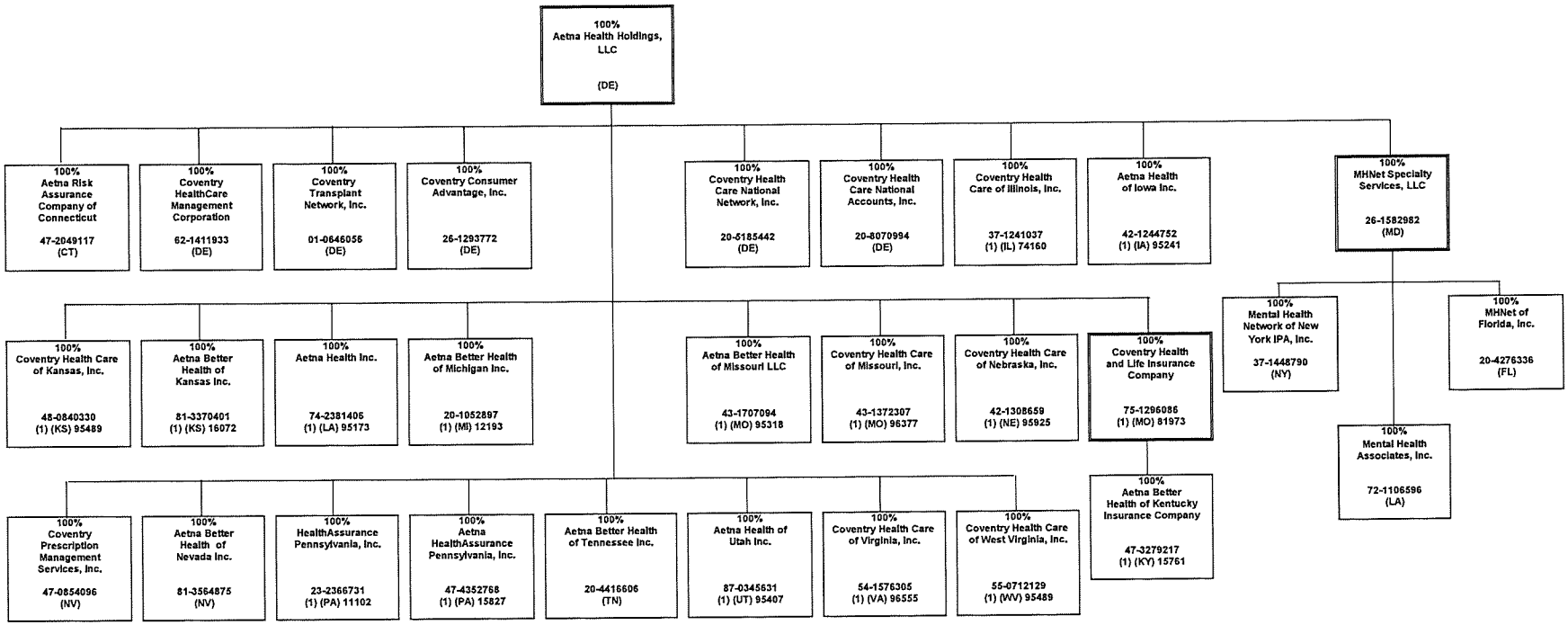
SCHEDULE Y - INFORMATION CONCERNING ACTIVITIES OF INSURANCE MEMBERS OF A HOLDING COMPANY GROUP

PART 1 - ORGANIZATIONAL CHART



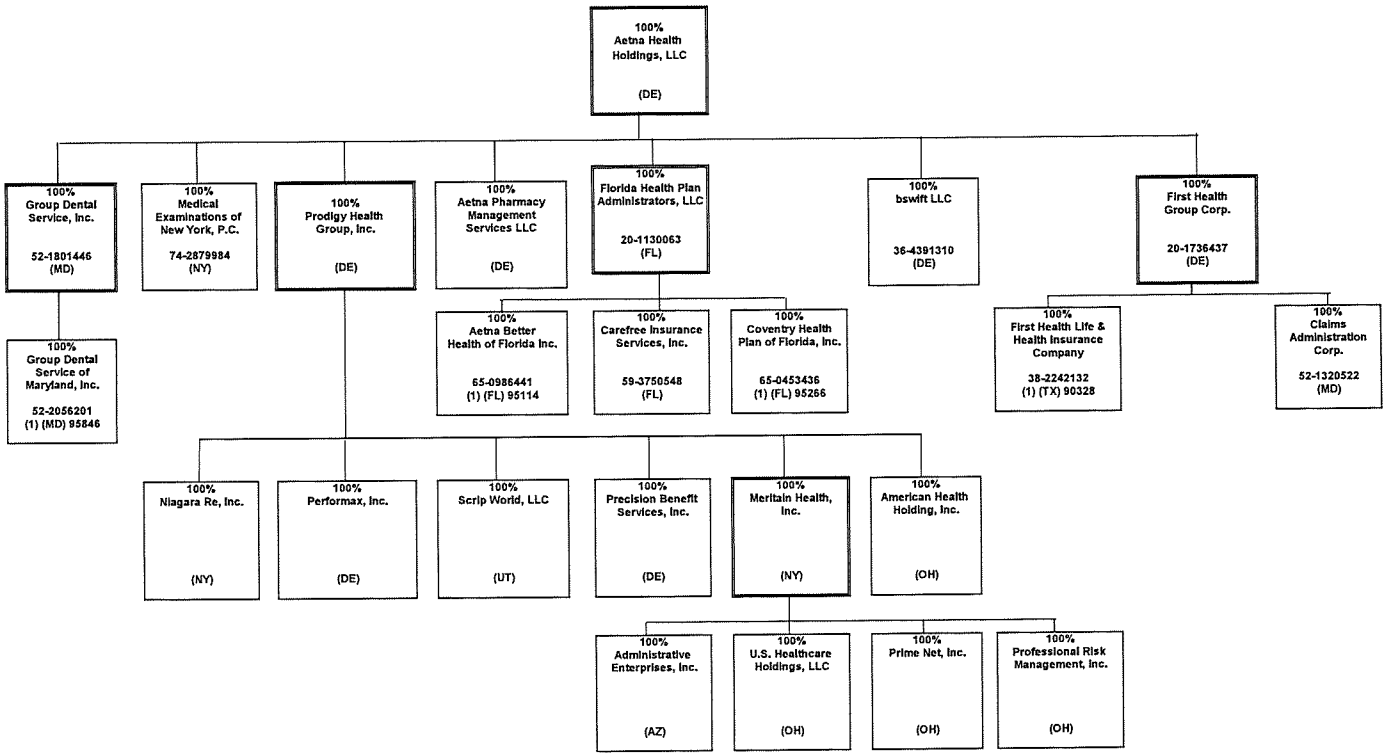
SCHEDULE Y - INFORMATION CONCERNING ACTIVITIES OF INSURANCE MEMBERS OF A HOLDING COMPANY GROUP

PART 1 - ORGANIZATIONAL CHART



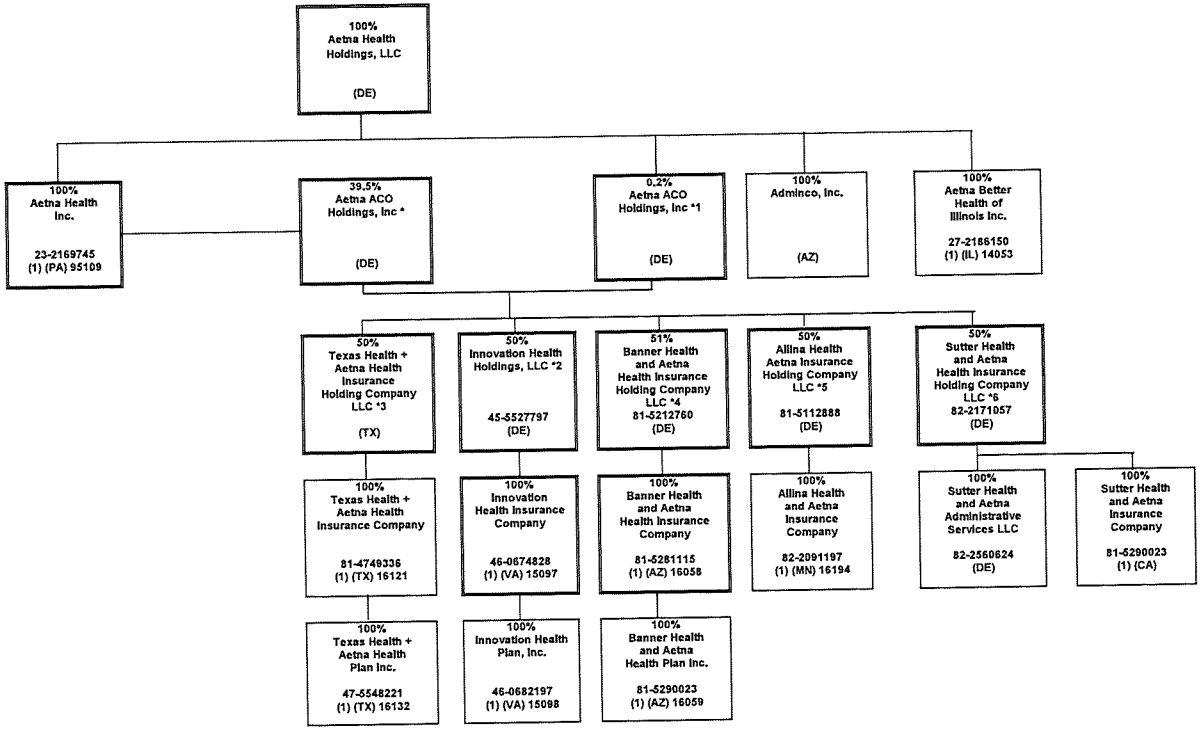
SCHEDULE Y - INFORMATION CONCERNING ACTIVITIES OF INSURANCE MEMBERS OF A HOLDING COMPANY GROUP

PART 1 - ORGANIZATIONAL CHART



SCHEDULE Y - INFORMATION CONCERNING ACTIVITIES OF INSURANCE MEMBERS OF A HOLDING COMPANY GROUP

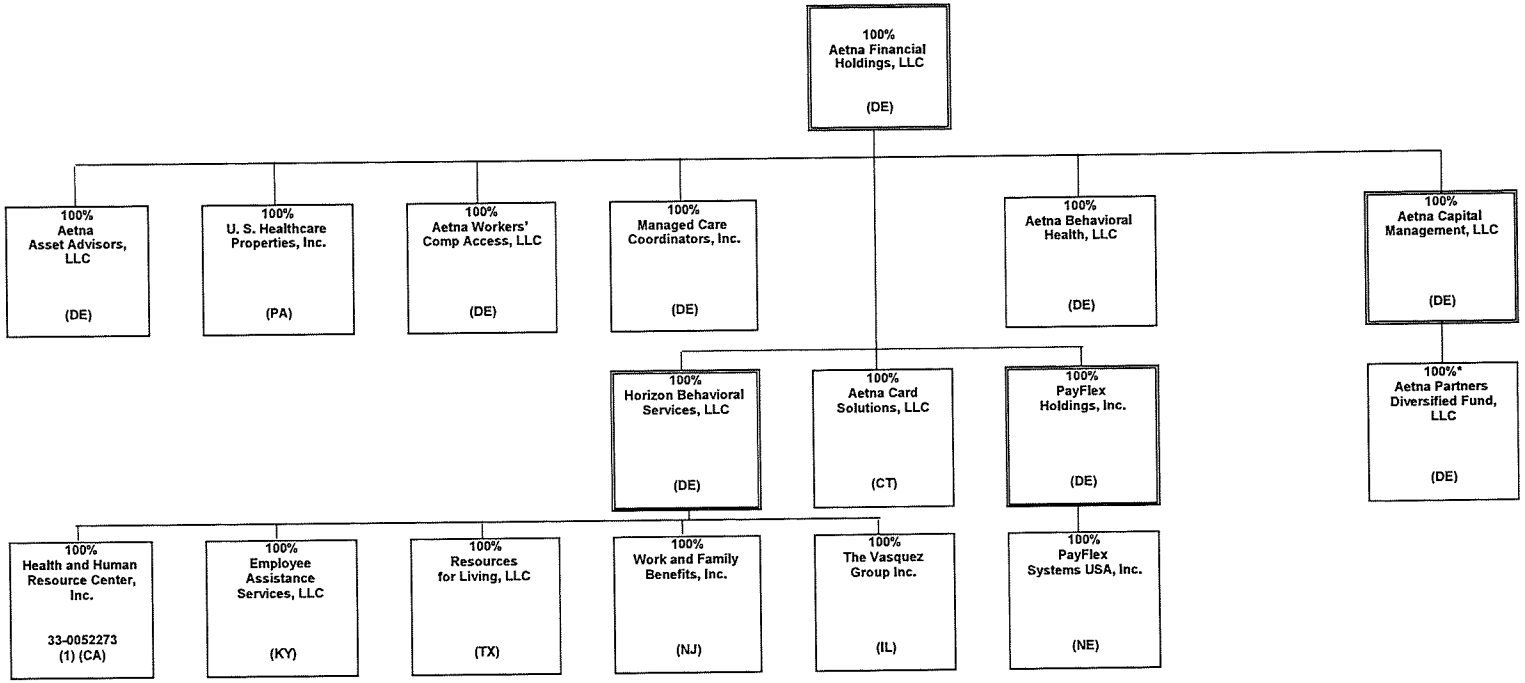
PART 1 - ORGANIZATIONAL CHART



*1 Aetna ACO Holdings Inc. is owned by Aetna Life Insurance Company (302 shares); Aetna Health Inc. (PA) (198 shares); and Aetna Health Holdings, LLC (1 share).
*2 Innovation Health Holdings, LLC is also 50% owned by Inova Health System Foundation.
*3 Texas Health + Aetna Health Insurance Holding Company LLC is also 50% owned by Texas Health Resources.
*4 Banner Health and Aetna Health Insurance Holding Company LLC is also 49% owned by Banner Health.
*5 Allina Health and Aetna Insurance Holding Company LLC is also 50% owned by Allina Health.
*6 Sutter Health and Aetna Insurance Holding Company LLC is also 50% owned by Sutter Health Plan Products Organization, LLC.

SCHEDULE Y - INFORMATION CONCERNING ACTIVITIES OF INSURANCE MEMBERS OF A HOLDING COMPANY GROUP

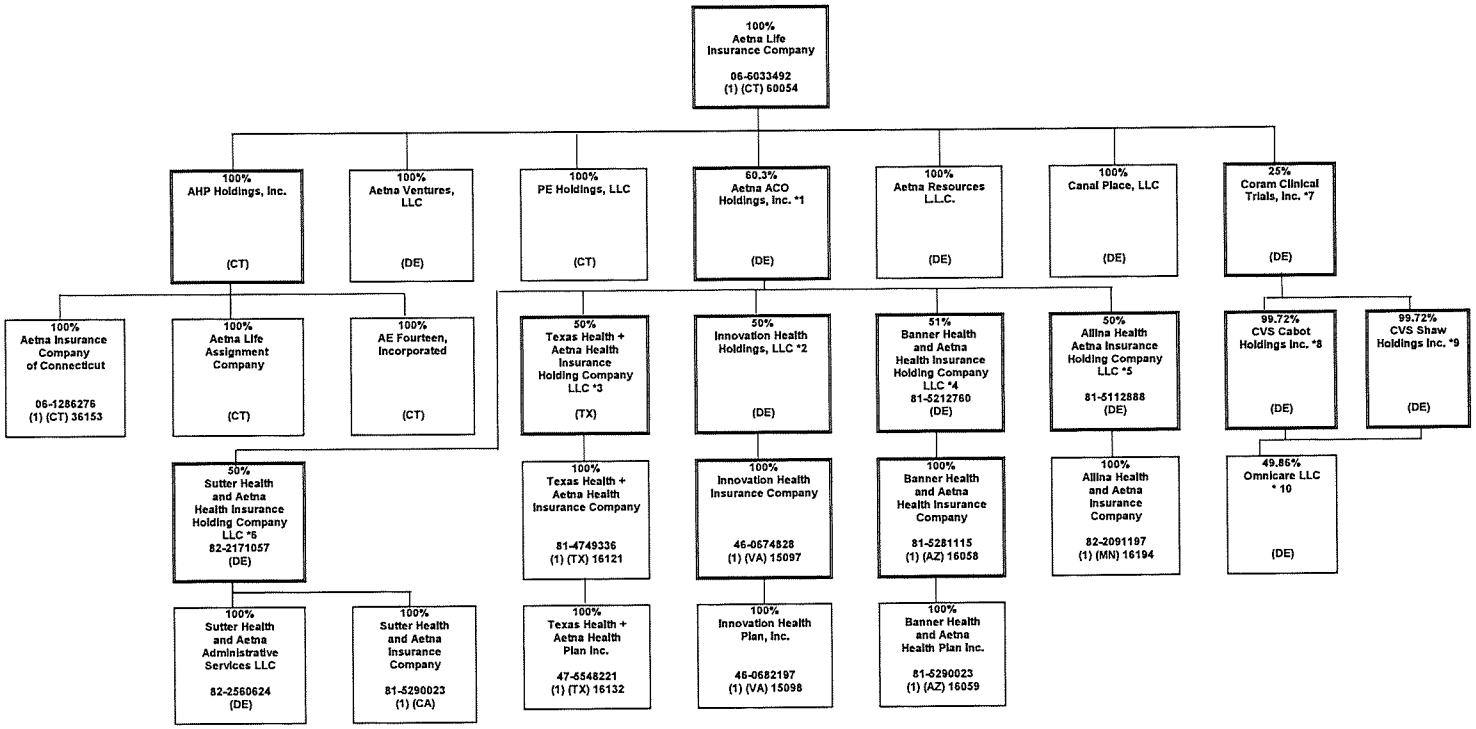
PART 1 - ORGANIZATIONAL CHART



* Aetna Capital Management, LLC owns 100% of the voting rights of Aetna Partners Diversified Fund, LLC ("APDF"). APDF is a fund of hedge funds and certain subsidiaries of CVS Health Group invest in this fund, which does not confer any managing or controlling ownership interests in APDF.

SCHEDULE Y - INFORMATION CONCERNING ACTIVITIES OF INSURANCE MEMBERS OF A HOLDING COMPANY GROUP

PART 1 - ORGANIZATIONAL CHART



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*4 Banner Health and Aetna Health Insurance Holding Company LLC is also 49% owned by Banner Health.
*5 Allina Health and Aetna Insurance Holding Company LLC is also 50% owned by Allina Health.
*6 Sutter Health and Aetna Insurance Holding Company LLC is also 50% owned by Sutter Health Plan Products Organization, LLC.
*7 Coram Clinical Trials, Inc. is also 75% owned by CVS Pharmacy, Inc.
*8 CVS Cabot Holdings Inc. is also .28% owned by Aetna Inc.
*9 CVS Shaw Holdings Inc. is also .28% owned by Aetna Inc.
*10 Remaining .28% owned by Aetna Inc. CVS Cabot Holdings Inc. and CVS Shaw Holdings Inc. each owning 49.86%.

SCHEDULE Y

PART 1A - DETAIL OF INSURANCE HOLDING COMPANY SYSTEM

1 Group Code	2 Group Name	3 NAIC Company Code	4 ID Number	5 Federal RSSD	6 CIK	7 Name of Securities Exchange if Publicly Traded (U.S. or International)	8 Names of Parent, Subsidiaries Or Affiliates	9 Domiciliary Location	10 Relationship to Reporting Entity	11 Directly Controlled by (Name of Entity/Person)	12 Type of Control (Ownership, Board, Management, Attorney-in-Fact, Influence, Other)	13 If Control is Ownership Provide Percentage	14 Ultimate Controlling Entity(ies)/Person(s)	15 Is an SCA Filing Required? (Y/N)	16 *
0001	CVS HEALTH GROUP		05-0494040		0000064803	NYSE	CVS Health Corporation	DE	UIP	Board of Directors	Board of Directors	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	63444	06-1566092				Accendo Insurance Company	UT	IA	Part D Holding Company, L.L.C.	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	12575	20-2833904				SilverScript Insurance Company	TN	IA	Part D Holding Company, L.L.C.	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	05-0340626				CVS Pharmacy, Inc.	RI	UIP	CVS Health Corporation	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	20-8404182				Caremark Rx, L.L.C.	DE	NIA	CVS Pharmacy, Inc	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	61-1715010				Part D Holding Company, L.L.C.	DE	NIA	Caremark, Rx., L.L.C.	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	33-1113587				CVS Caremark Part D Services, L.L.C.	DE	NIA	Caremark, Rx., L.L.C.	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	87-0548860				RxAmerica, L.L.C.	DE	NIA	Caremark, Rx., L.L.C.	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	11-2580136				Caremark Ulysses Holding Corporation	NY	NIA	Caremark, Rx., L.L.C.	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	87-0804047				MemberHealth, L.L.C.	DE	NIA	Caremark Ulysses Holding Corporation	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	05-0500188				CVS Caremark Indemnity, Ltd.	BMU	IA	CVS Foreign, Inc.	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	27-1298765				UAC Holding, Inc.	DE	NIA	Caremark Ulysses Holding Corporation	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	05-0497953				CVS Foreign, Inc.	NY	NIA	CVS Health Corporation	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	58-2160656				Coram Clinical Trials, Inc.	DE	NIA	CVS Pharmacy, Inc	Ownership	75.000	CVS Health Corporation	N	18
0001	CVS HEALTH GROUP	00000	23-2229683	3060706	0001122304		Aetna Inc.	PA	UIP	CVS Pharmacy, Inc	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	30-0123754				Aetna Health Holdings, LLC	DE	UDP	Aetna Inc.	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	95-3402799				Aetna Health of California Inc.	CA	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	95935	23-2442048				Aetna Health Inc.	CT	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	95088	59-2411584				Aetna Health Inc.	FL	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	95094	58-1649568				Aetna Health Inc.	GA	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	95517	01-0504252				Aetna Health Inc.	ME	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	95756	23-2861565				Aetna Health of Michigan Inc.	MI	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	95287	52-1270921				Aetna Health Inc.	NJ	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	95234	22-2663623				Aetna Health Inc.	NY	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	14408	45-2634734				Aetna Better Health Inc.	NY	IA	Aetna Health Inc. (NY)	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	95490	76-0189660				Aetna Health Inc.	TX	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	95040	74-1844335				Aetna Better Health of Texas Inc.	TX	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	12328	20-2207534				Aetna Better Health Inc.	GA	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	06-1160812				Aetna Dental of California Inc.	CA	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	11183	22-2990909				Aetna Dental Inc.	NJ	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	95910	06-1177531				Aetna Dental Inc.	TX	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	30-0123760				Aetna Rx Home Delivery, LLC	DE	NIA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	13-3670795				Aetna Health Management, LLC	DE	NIA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	22-3187443				Aetna Ireland Inc.	DE	NIA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	57-1209768				Aetna Specialty Pharmacy, LLC	DE	NIA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	20-1274723				Cofinity, Inc.	DE	NIA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	23-2671370				0Credentials Inc.	DE	NIA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000					Aetna Services (Thailand) Limited	THA	NIA	Health Care Management Co. Ltd.	Ownership	100.000	CVS Health Corporation	N	17
0001	CVS HEALTH GROUP	13735	27-0563973				Aetna Better Health Inc.	PA	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	13174	26-2867560				Aetna Better Health Inc.	CT	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	47-5178095				Aetna Better Health of California Inc.	CA	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	14043	27-2512072				Aetna Better Health Premier Plan MMAI Inc.	IL	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	15805	47-3850677				Aetna Health of Ohio Inc.	OH	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	15616	80-0629718				Aetna Better Health, Inc.	LA	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	80-0671703				Aetna Florida Inc.	FL	NIA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	14229	25-2764938				Aetna Better Health Inc.	OH	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	15611	46-3203088				Aetna Better Health Inc.	NJ	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	15919	81-1143850				Aetna Better Health of Oklahoma Inc.	OK	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	04-2708160				Aetna Student Health Agency Inc.	MA	NIA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	73-1702453				Delaware Physicians Care, Incorporated	DE	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	01-0826783				Schaller Anderson Medical Administrators, Incorporated	DE	NIA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	86-0842559				Aetna Medicaid Adminstrators LLC	AZ	NIA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D
0001	CVS HEALTH GROUP	00000	45-2944270				iTriage, LLC	DE	NIA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	D

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PART 1A - DETAIL OF INSURANCE HOLDING COMPANY SYSTEM

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Group Code	Group Name	NAIC Company Code	ID Number	Federal RSSD	CIK	Name of Securities Exchange if Publicly Traded (U.S. or International)	Names of Parent, Subsidiaries Or Affiliates	Domiciliary Location	Relationship to Reporting Entity	Directly Controlled by (Name of Entity/Person)	Type of Control (Ownership, Board, Management, Attorney-in-Fact, Influence, Other)	If Control is Ownership Provide Percentage	Ultimate Controlling Entity(ies)/Person(s)	Is an SCA Filing Required? (Y/N)	*
0001	CVS HEALTH GROUP	00000	16-1471176				Prodigy Health Group, Inc.	DE	NIA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	45-4901541				Aetna ACO Holdings, Inc.	DE	NIA	Aetna Health Holdings, LLC	Ownership	0.200	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	74-2879984				Medical Examinations of New York, P.C.	NY	NIA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	45-5527797				Innovation Health Holdings, LLC	DE	NIA	Aetna ACO Holdings, Inc.	Ownership	50.000	CVS Health Corporation	N	6
0001	CVS HEALTH GROUP	15097	46-0674828				Innovation Health Insurance Company	VA	IA	Innovation Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	15098	46-0682197				Innovation Health Plan, Inc.	VA	IA	Innovation Health Insurance Company	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	81-3789357				Texas Health + Aetna Health Insurance Holding Company LLC	TX	NIA	Aetna ACO Holdings, Inc.	Ownership	50.000	CVS Health Corporation	N	8
0001	CVS HEALTH GROUP	16121	81-4749336				Texas Health + Aetna Health Insurance Company	TX	IA	Texas Health + Aetna Health Insurance Holding Company LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	16132	47-5548221				Texas Health + Aetna Health Plan Inc.	TX	IA	Texas Health + Aetna Health Insurance Company	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	95109	23-2169745				Aetna Health Inc.	PA	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	45-4901541				Aetna ACO Holdings, Inc.	DE	NIA	Aetna Health Inc. (PA)	Ownership	39.500	CVS Health Corporation	Y	3
0001	CVS HEALTH GROUP	00000	20-0438576				Niagara Re, Inc.	NY	NIA	Prodigy Health Group, Inc.	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	52-2200070				Performax, Inc.	DE	NIA	Prodigy Health Group, Inc.	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	87-0632355				Scrip World, LLC	UT	NIA	Prodigy Health Group, Inc.	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	27-1760756				Precision Benefit Services, Inc.	DE	NIA	Prodigy Health Group, Inc.	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	31-1368946				American Health Holding, Inc.	OH	NIA	Prodigy Health Group, Inc.	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	16-1264154				Meritain Health, Inc.	NY	NIA	Prodigy Health Group, Inc.	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	86-0537707				Adminco, Inc.	AZ	NIA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	86-0527428				Administrative Enterprises, Inc.	AZ	NIA	Meritain Health, Inc.	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	16-1684061				U.S. Healthcare Holdings, LLC	OH	NIA	Meritain Health, Inc.	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	34-1670299				Prime Net, Inc.	OH	NIA	Meritain Health, Inc.	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	34-1348032				Professional Risk Management, Inc.	OH	NIA	Meritain Health, Inc.					
0001	CVS HEALTH GROUP	68500	62-1181209				Continental Life Insurance Company of Brentwood, Tennessee	TN	IA	Aetna Inc.	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	12321	20-2901054				American Continental Insurance Company	TN	IA	Continental Life Insurance Company of Brentwood, Tennessee	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	60054	06-6033492				Aetna Life Insurance Company	CT	IA	Aetna Inc.	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	45-4901541				Aetna ACO Holdings, Inc.	DE	NIA	Aetna Life Insurance Company	Ownership	60.300	CVS Health Corporation	Y	3
0001	CVS HEALTH GROUP	00000	06-1270755				AHP Holdings, Inc.	CT	NIA	Aetna Life Insurance Company	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	36153	06-1286276				Aetna Insurance Company of Connecticut	CT	IA	AHP Holdings, Inc.	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	06-1028489				AE Fourteen, Incorporated	CT	NIA	AHP Holdings, Inc.	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	06-1373153				Aetna Life Assignment Company	CT	NIA	AHP Holdings, Inc.	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	20-3678339				PE Holdings, LLC	CT	NIA	Aetna Life Insurance Company	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	06-1423207				Aetna Resources L.L.C.	DE	NIA	Aetna Life Insurance Company	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000					Canal Place, LLC	DE	NIA	Aetna Life Insurance Company	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	20-3180700				Aetna Ventures, LLC	DE	NIA	Aetna Life Insurance Company	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	58-2160656				Coram Clinical Trials, Inc.	DE	NIA	Aetna Life Insurance Company	Ownership	25.000	CVS Health Corporation	N	18
0001	CVS HEALTH GROUP	00000	85-3918720				CVS Cabot Holdings Inc.	DE	NIA	Coram Clinical Trials, Inc.	Ownership	99.720	CVS Health Corporation	N	19
0001	CVS HEALTH GROUP	00000	85-3918567				CVS Shaw Holdings Inc.	DE	NIA	Coram Clinical Trials, Inc.	Ownership	99.720	CVS Health Corporation	N	20
0001	CVS HEALTH GROUP	00000	31-1001351				Omnicare, LLC	DE	NIA	CVS Cabot Holdings Inc	Ownership	49.860	CVS Health Corporation	N	21
0001	CVS HEALTH GROUP	00000	31-1001351				Omnicare, LLC	DE	NIA	CVS Shaw Holdings Inc	Ownership	49.860	CVS Health Corporation	N	21
0001	CVS HEALTH GROUP	00000	41-2035961				Aetna Financial Holdings, LLC	DE	NIA	Aetna Inc.	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	26-2030792				Aetna Asset Advisors, LLC	DE	NIA	Aetna Financial Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	23-2354500				U.S. Healthcare Properties, Inc.	PA	NIA	Aetna Financial Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	38-3704481				Aetna Capital Management, LLC	DE	NIA	Aetna Financial Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	11-3667142		0001314522		Aetna Partners Diversified Fund, LLC	DE	NIA	Aetna Capital Management, LLC	Ownership	100.000	CVS Health Corporation	N	1
0001	CVS HEALTH GROUP	00000	20-0446676				Aetna Workers' Comp Access, LLC	DE	NIA	Aetna Financial Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	20-0446713				Aetna Behavioral Health, LLC	DE	NIA	Aetna Financial Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	23-2670015				Managed Care Coordinators, Inc.	DE	NIA	Aetna Financial Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	59-3269144				Horizon Behavioral Services, LLC	DE	NIA	Aetna Financial Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	61-1193498				Employee Assistance Services, LLC	KY	NIA	Horizon Behavioral Services, LLC	Ownership	100.000	CVS Health Corporation	N	0

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Group Code	Group Name	NAIC Company Code	ID Number	Federal RSSD	CIK	Name of Securities Exchange if Publicly Traded (U.S. or International)	Names of Parent, Subsidiaries Or Affiliates	Domiciliary Location	Relationship to Reporting Entity	Directly Controlled by (Name of Entity/Person)	Type of Control (Ownership, Board, Management, Attorney-in-Fact, Influence, Other)	If Control is Ownership Provide Percentage	Ultimate Controlling Entity(ies)/Person(s)	Is an SCA Filing Required? (Y/N)	*
0001	CVS HEALTH GROUP	00000	33-0052273				Health and Human Resource Center, Inc.	CA	IA	Horizon Behavioral Services, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	75-2420973				Resources for Living, LLC	TX	NIA	Horizon Behavioral Services, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	36-3681261				The Vasquez Group Inc.	IL	NIA	Horizon Behavioral Services, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	22-3178125				Work and Family Benefits, Inc.	NJ	NIA	Horizon Behavioral Services, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	27-1773021				Aetna Card Solutions, LLC	CT	NIA	Aetna Financial Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	20-5216478				PayFlex Holdings, Inc.	DE	NIA	Aetna Financial Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	91-1774434				PayFlex Systems USA, Inc.	NE	NIA	PayFlex Holdings, Inc.	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	78700	06-0876836				Aetna Health and Life Insurance Company	CT	IA	Aetna Inc.	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	72052	23-2710210				Aetna Health Insurance Company	PA	IA	Aetna Inc.	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	84450	57-0805126				Aetna Health Insurance Company of New York	NY	IA	Aetna Inc.	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	06-1571642				Aetna International Inc.	CT	NIA	Aetna Inc.	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	98-0211470				Aetna Life & Casualty (Bermuda) Ltd.	BMU	IA	Aetna International Inc.	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000					Aetna Insurance (Singapore) PTE. LTD.	SGP	IA	Aetna International Inc.	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	86-1455140				Aetna International Ex Pat LLC	DE	NIA	Aetna International Inc.	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000					Aetna Global Benefits (Bermuda) Limited	BMU	NIA	Aetna International Inc.	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000					Goodhealth Worldwide (Global) Limited	BMU	NIA	Aetna Global Benefits (Bermuda) Limited	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000					Aetna Global Benefits (Europe) Limited	GBR	NIA	Aetna Global Benefits (Bermuda) Limited	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000					Goodhealth Worldwide (Asia) Limited	HKG	NIA	Aetna Global Benefits (Bermuda) Limited	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000					Aetna Global Benefits Limited	ARE	NIA	Aetna Global Benefits (Bermuda) Limited	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000					PT. Aetna Global Benefits Indonesia	IDN	NIA	Aetna Global Benefits (Bermuda) Limited	Ownership	80.000	CVS Health Corporation	N	4
0001	CVS HEALTH GROUP	00000					Aetna Global Benefits (Middle East) LLC	ARE	NIA	Aetna Global Benefits (Bermuda) Limited	Ownership	49.000	CVS Health Corporation	N	5
0001	CVS HEALTH GROUP	00000					Aetna Global Benefits (Asia Pacific) Limited	HKG	NIA	Aetna Global Benefits (Bermuda) Limited	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000					PT Aetna Management Consulting	IDN	NIA	Aetna International Inc.	Ownership	77.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000					Spinnaker Topco Limited	BMU	NIA	Aetna Global Benefits (Bermuda) Limited	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000					Spinnaker Bidco Limited	GBR	NIA	Spinnaker Topco Limited	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000					Aetna Holdco (UK) Limited	GBR	NIA	Spinnaker Bidco Limited	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000					PT Aetna Management Consulting	IDN	NIA	Aetna Global Benefits (Asia Pacific) Limited	Ownership	23.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000					Aetna Global Benefits (UK) Limited	GBR	NIA	Aetna Holdco (UK) Limited	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000					Aetna Insurance Company Limited	GBR	IA	Aetna Holdco (UK) Limited	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000					Indian Health Organisation Private Limited	IND	NIA	Aetna Global Benefits (Asia Pacific) Limited	Ownership	0.020	CVS Health Corporation	N	2
0001	CVS HEALTH GROUP	00000					Aetna Health Insurance Company of Europe DAC	IRL	IA	Aetna International Inc.	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000					Aetna (Shanghai) Enterprise Services Co. Ltd.	CHN	NIA	Aetna International Inc.	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000					Aetna (Beijing) Enterprise Management Services Co., Ltd.	CHN	NIA	Aetna (Shanghai) Enterprise Services Co. Ltd.	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000					Aetna Global Benefits (Singapore) PTE. LTD.	SGP	NIA	Aetna International Inc.	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000					Indian Health Organisation Private Limited	IND	NIA	Aetna Global Benefits (Singapore) PTE. LTD.	Ownership	99.980	CVS Health Corporation	N	2
0001	CVS HEALTH GROUP	00000	22-2578985				AUSHC Holdings, Inc.	CT	NIA	Aetna Inc.	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000					Aetna Global Holdings Limited	GBR	NIA	Aetna International Inc.	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000					Aetna Insurance (Hong Kong) Limited	HKG	NIA	Aetna Global Holdings Limited	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000					PHPSNE Parent Corporation	DE	NIA	AUSHC Holdings, Inc.	Ownership	55.000	CVS Health Corporation	N	7
0001	CVS HEALTH GROUP	00000	06-1182176				Active Health Management, Inc.	DE	NIA	Aetna Inc.	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	52-2182411				Health Data & Management Solutions, Inc.	DE	NIA	Active Health Management, Inc.	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	47-0570432				Aetna Integrated Informatics, Inc.	PA	NIA	Active Health Management, Inc.	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	23-2604867				Health Re, Inc.	VT	IA	Aetna Inc.	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	13580	27-2192415				Phoenix Data Solutions LLC	DE	NIA	Aetna Inc.	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	81-0579372				CVS Health Clinical Trial Services LLC	CT	NIA	Aetna Inc.	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	46-2469464				ASI Wings, LLC	DE	NIA	Aetna Inc.	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	51-0029326				Echo Merger Sub, Inc.	DE	NIA	Aetna Inc.	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	47-4556274												

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PART 1A - DETAIL OF INSURANCE HOLDING COMPANY SYSTEM

1 Group Code	2 Group Name	3 NAIC Company Code	4 ID Number	5 Federal RSSD	6 CIK	7 Name of Securities Exchange if Publicly Traded (U.S. or International)	8 Names of Parent, Subsidiaries Or Affiliates	9 Domiciliary Location	10 Relationship to Reporting Entity	11 Directly Controlled by (Name of Entity/Person)	12 Type of Control (Ownership, Board, Management, Attorney-in-Fact, Influence, Other)	13 If Control is Ownership Provide Percentage	14 Ultimate Controlling Entity(ies)/Person(s)	15 Is an SCA Filing Required? (Y/N)	16
0001	CVS HEALTH GROUP	00000	47-4547145				Aetna Corporate Services, LLC	DE	NIA	Aetna Inc.	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	85-3918720				CVS Cabot Holdings Inc.	DE	NIA	Aetna Inc.	Ownership	0.280	CVS Health Corporation	N	19
0001	CVS HEALTH GROUP	00000	85-3918567				CVS Shaw Holdings Inc.	DE	NIA	Aetna Inc.	Ownership	0.280	CVS Health Corporation	N	20
0001	CVS HEALTH GROUP	00000	31-1001351				Omnicare, LLC	DE	NIA	Aetna Inc.	Ownership	0.280	CVS Health Corporation	N	21
0001	CVS HEALTH GROUP	81973	75-1296086				Coventry Health and Life Insurance Company	MO	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	15761	47-3279217				Aetna Better Health of Kentucky Insurance Company	KY	IA	Coventry Health and Life Insurance Company	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	52-1801446				Group Dental Service, Inc.	MD	NIA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	95846	52-2056201				Group Dental Service of Maryland, Inc.	MD	IA	Group Dental Service, Inc.	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	81-4345344				Aetna Network Services LLC	CT	NIA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	95241	42-1244752				Aetna Health of Iowa Inc.	IA	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	95925	42-1308659				Coventry Health Care of Nebraska, Inc.	NE	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	47-2049117				Aetna Risk Assurance Company of Connecticut Inc.	CT	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	95173	74-2381406				Aetna Health Inc.	LA	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	11102	23-2366731				HealthAssurance Pennsylvania, Inc.	PA	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	47-0854096				Coventry Prescription Management Services, Inc.	NV	NIA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	16148	81-3564875				Aetna Better Health of Nevada Inc.	NV	NIA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	96555	54-1576305				Coventry Health Care of Virginia, Inc.	VA	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	01-0646056				Coventry Transplant Network, Inc.	DE	NIA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	96377	43-1372307				Coventry Health Care of Missouri, Inc.	MO	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	95318	43-1702094				Aetna Better Health of Missouri LLC	MO	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	95408	55-0712129				Coventry Health Care of West Virginia, Inc.	WV	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	62-1411933				Coventry HealthCare Management Corporation	DE	NIA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	15827	47-4352768				Aetna HealthAssurance Pennsylvania, Inc.	PA	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	95489	48-0840330				Coventry Health Care of Kansas, Inc.	KS	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	16072	81-3370401				Aetna Better Health of Kansas Inc.	KS	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	12193	20-1052897				Aetna Better Health of Michigan Inc.	MI	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	95407	87-0345631				Aetna Health of Utah Inc.	UT	RE	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	20-4416606				Aetna Better Health of Tennessee Inc.	TN	NIA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	74160	37-1241037				Coventry Health Care of Illinois, Inc.	IL	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	20-8070994				Coventry Health Care National Accounts, Inc.	DE	NIA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	20-5185442				Coventry Health Care National Network, Inc.	DE	NIA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	26-1293772				Coventry Consumer Advantage, Inc.	DE	NIA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	20-1736437				First Health Group Corp.	DE	NIA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	90328	38-2242132				First Health Life & Health Insurance Company	TX	IA	First Health Group Corp.	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	52-1320522				Claims Administration Corp.	MO	NIA	First Health Group Corp.	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	20-1130063				Florida Health Plan Administrators, LLC	FL	NIA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	95114	65-0986441				Aetna Better Health of Florida Inc.	FL	IA	Florida Health Plan Administrators, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	95266	65-0453436				Coventry Health Plan of Florida, Inc.	FL	IA	Florida Health Plan Administrators, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	59-3750548				Carefree Insurance Services, Inc.	FL	NIA	Florida Health Plan Administrators, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	36-4391310				bswift LLC	DE	NIA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000					Virtual Home Healthcare L.L.C.	ARE	NIA	Aetna Global Holdings Limited	Ownership	49.000	CVS Health Corporation	N	15
0001	CVS HEALTH GROUP	00000	26-1582982				MHNet Specialty Services, LLC	MD	NIA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	37-1448790				Mental Health Network of New York IPA, Inc.	NY	NIA	MHNet Specialty Services, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	72-1106596				Mental Health Associates, Inc.	LA	NIA	MHNet Specialty Services, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	20-4276336				MHNet of Florida, Inc.	FL	IA	MHNet Specialty Services, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	16242	81-5030233				Aetna Better Health of Washington, Inc.	WA	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	81-5212760				Banner Health and Aetna Health Insurance Holding Company LLC	DE	NIA	Aetna ACO Holdings, Inc.	Ownership	51.000	CVS Health Corporation	N	9

SCHEDULE Y

PART 1A - DETAIL OF INSURANCE HOLDING COMPANY SYSTEM

1 Group Code	2 Group Name	3 NAIC Company Code	4 ID Number	5 Federal RSSD	6 CIK	7 Name of Securities Exchange if Publicly Traded (U.S. or International)	8 Names of Parent, Subsidiaries Or Affiliates	9 Domiciliary Location	10 Relationship to Reporting Entity	11 Directly Controlled by (Name of Entity/Person)	12 Type of Control (Ownership, Board, Management, Attorney-in-Fact, Influence, Other)	13 If Control is Ownership Provide Percentage	14 Ultimate Controlling Entity(ies)/Person(s)	15 Is an SCA Filing Required? (Y/N)	16 *
0001	CVS HEALTH GROUP	16058	81-5281115				Banner Health and Aetna Health Insurance Company	AZ	IA	Banner Health and Aetna Health Insurance Holding Company LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	16059	81-5290023				Banner Health and Aetna Health Plan Inc.	AZ	IA	Banner Health and Aetna Health Insurance Company	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	81-5112888				Allina Health and Aetna Health Insurance Holding Company LLC	DE	NIA	Aetna ACO Holdings, Inc.	Ownership	50.000	CVS Health Corporation	N	10
0001	CVS HEALTH GROUP	16194	82-2091197				Allina Health and Aetna Insurance Company	MN	IA	Allina Health and Aetna Health Insurance Holding Company LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	82-2171057				Sutter Health and Aetna Insurance Holding Company LLC	DE	NIA	Aetna ACO Holdings, Inc.	Ownership	50.000	CVS Health Corporation	N	11
0001	CVS HEALTH GROUP	00000	82-2560624				Sutter Health and Aetna Administrative Services LLC	DE	NIA	Sutter Health and Aetna Insurance Holding Company LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000	81-5290023				Sutter Health and Aetna Insurance Company	CA	NIA	Sutter Health and Aetna Insurance Holding Company LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	00000					Aetna Holdings (Thailand) Limited	THA	NIA	Aetna Global Holdings Limited	Ownership	49.000	CVS Health Corporation	N	12
0001	CVS HEALTH GROUP	00000					Aetna Health Insurance (Thailand) Public Company Limited	THA	NIA	Aetna Global Holdings Limited	Ownership	25.000	CVS Health Corporation	N	13
0001	CVS HEALTH GROUP	00000					Aetna Health Insurance (Thailand) Public Company Limited	THA	NIA	Minor Health Entreprise Co, Ltd.	Ownership	46.000	CVS Health Corporation	N	13
0001	CVS HEALTH GROUP	00000					Aetna Health Insurance (Thailand) Public Company Limited	THA	NIA	Health Care Management Co. Ltd.	Ownership	28.000	CVS Health Corporation	N	13
0001	CVS HEALTH GROUP	00000					Health Care Management Co. Ltd.	THA	NIA	Aetna Global Holdings Limited	Ownership	49.000	CVS Health Corporation	N	16
0001	CVS HEALTH GROUP	00000					Minor Health Entreprise Co, Ltd.	THA	NIA	Aetna Global Holdings Limited	Ownership	25.000	CVS Health Corporation	N	14
0001	CVS HEALTH GROUP	00000					Minor Health Entreprise Co, Ltd.	THA	NIA	Aetna Holdings (Thailand) Limited	Ownership	75.000	CVS Health Corporation	N	14
0001	CVS HEALTH GROUP	00000					Health Care Management Co. Ltd.	THA	NIA	Aetna Holdings (Thailand) Limited	Ownership	51.000	CVS Health Corporation	N	16
0001	CVS HEALTH GROUP	00000	82-3031812				Aetna Pharmacy Management Services LLC	DE	NIA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	16558	82-3333789				Aetna Better Health of North Carolina Inc.	NC	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0
0001	CVS HEALTH GROUP	14053	27-2186150				Aetna Better Health of Illinois Inc.	IL	IA	Aetna Health Holdings, LLC	Ownership	100.000	CVS Health Corporation	N	0

Asterisk	Explanation
1	Aetna Life Insurance Company own substantially all of the non-managing membership interests of Aetna Partners Diversified Fund LLC.
2	Indian Health Organisation Private Limited is 0.019857% owned by Aetna Global Benefits (Asia Pacific) and 99.980143% owned by Aetna Global Benefits (Singapore) PTE. LTD.
3	Aetna ACO Holdings Inc. is owned by Aetna Life Insurance Company (302 shares); Aetna Health Inc. (PA) (198 shares); and Aetna Health Holdings, LLC (1 share).
4	PT. Aetna Global Benefits Indonesia is also 20% owned by Suhatsyah Rivai, Aetna's Nominee.
5	Aetna Global Benefits (Middle East) LLC is also 51% owned by Euro Gulf LLC, Aetna's Nominee.
6	Innovation Health Holdings LLC. Is also 50% owned by Inova Health System Foundation.
7	PHPSNE Parent Corporation is 55% owned by AUSHC Holdings, Inc. The remaining 45% is owned by thirteen different hospitals (non-affiliates) which are shareholders with varying degrees of ownership.
8	Texas Health + Aetna Health Insurance Holding Company LLC is also 50% owned by Texas Health Resources.
9	Banner Health and Aetna Health Insurance Holding Company LLC is also 49% owned by Banner Health.
10	Allina Health and Aetna Insurance Holding Company LLC is also 50% owned by Allina Health.
11	Sutter Health and Aetna Insurance Holding Company LLC is also 50% owned by Sutter Health Plan Products Organization, LLC.
12	Aetna Holdings (Thailand) Limited is also 51% owned by Mr. Paiboon Sutantivorakoon plus Aetna Global Benefits (Bermuda) Limited owns 1 share
13	Aetna Health Insurance (Thailand) Public Company Limited is also owned by Aetna Global Benefits (Bermuda) Limited (1 share), Ms. Srisa-ard Sansanapongpherchar (1 share), Mr. Jitphasong Itsaraphakde (1 share); Mrs. Suphee Wattana (1 share); and Mr. Buncha Tanphragorn (1 share)
14	Minor Health Enterprise Co, Ltd is also (1 share) owned by Aetna Global Benefits (Bermuda) Limited.
15	Virtual Home Health Care L.L.C. is also 51% owned by CBD Commercial Brokers LLC, Aetna's Nominee.
16	Health Care Management Co. Ltd. Is also (1 share) owned by Aetna Global Benefits (Bermuda) Limited.
17	Aetna Services (Thailand) Limited is also (1 share) owned by Aetna Global Benefits (Bermuda) Limited and (1 share) owned by Aetna Global Holdings Limited.
18	Coram Clinical Trials, Inc. is 75% owned by CVS Pharmacy, Inc. and 25% owned by Aetna Life Insurance Company.
19	CVS Cabot Holdings Inc is owned 99.72% by Coram Clinical Trials, Inc. and 0.28% owned by Aetna Inc.

Asterisk	Explanation
20	CVS Shaw Holdings Inc is owned 99.72% by Coram Clinical Trials, Inc. and 0.28% owned by Aetna Inc.
21	Omnicare, LLC is 0.28% owned by Aetna Inc. The Company is also owned by CVS Cabot Holdings Inc. and CVS Shaw Holdings Inc., with 49.86% each ownership.

SCHEDULE Y

PART 2 - SUMMARY OF INSURER'S TRANSACTIONS WITH ANY AFFILIATES

1 NAIC Company Code	2 ID Number	3 Names of Insurers and Parent, Subsidiaries or Affiliates	4 Shareholder Dividends	5 Capital Contributions	6 Purchases, Sales or Exchanges of Loans, Securities, Real Estate, Mortgage Loans or Other Investments	7 Income/ (Disbursements) Incurred in Connection with Guarantees or Undertakings for the Benefit of any Affiliate(s)	8 Management Agreements and Service Contracts	9 Income/ (Disbursements) Incurred Under Reinsurance Agreements	10 *	11 Any Other Material Activity Not in the Ordinary Course of the Insurer's Business	12 Totals	13 Reinsurance Recoverable/ (Payable) on Losses and/or Reserve Credit Taken/(Liability)
00000	52-2182411	Active Health Management, Inc.	0	0	0	0	109,609,205	0		0	109,609,205	0
00000	20-0446713	Aetna Behavioral Health, LLC	0	0	0	0	(74,925)	0		0	(74,925)	0
12328	20-2207534	Aetna Better Health Inc (a Georgia Corporation)	0	9,000,000	0	0	(2,673,071)	0		0	6,326,929	0
13174	26-2867560	Aetna Better Health, Inc. (a Connecticut Corporation)	0	0	0	0	(6,380)	0		0	(6,380)	0
13735	27-0563973	Aetna Better Health Inc. (a Pennsylvania corporation)	0	0	0	0	(142,289,569)	0		0	(142,289,569)	0
00000	47-5178095	Aetna Better Health of California Inc.	0	38,000,000	0	0	(14,801,563)	0		0	23,198,437	0
15805	47-3850677	Aetna Health of Ohio Inc.	0	15,000,000	0	0	(3,247,948)	0		0	11,752,052	0
16072	81-3370401	Aetna Better Health of Kansas Inc.	0	5,000,000	0	0	(98,267,612)	0		0	(93,267,612)	0
15761	47-3279217	Aetna Better Health of Kentucky Insurance Company	1,461,704	0	0	0	(129,498,816)	0		0	(128,037,112)	0
12193	20-1052897	Aetna Better Health of Michigan Inc.	(14,900,000)	0	0	0	(39,035,226)	0		0	(53,935,226)	0
95318	43-1702094	Aetna Better Health of Missouri LLC	(504,289)	(19,495,711)	0	0	656,117	0		0	(19,343,883)	0
16148	81-3564875	Aetna Better Health of Nevada Inc.	0	0	0	0	(3,196,866)	0		0	(3,196,866)	0
15919	81-1143850	Aetna Better Health of Oklahoma Inc.	0	23,500,000	0	0	(6,238,097)	0		0	17,261,903	0
95040	74-1844335	Aetna Better Health of Texas, Inc.	0	30,000,000	0	0	(50,519,200)	0		0	(20,519,200)	0
16242	81-5030233	Aetna Better Health of Washington, Inc.	0	23,000,000	0	0	(10,910,441)	0		0	12,089,559	0
95114	65-0986441	Aetna Better Health of Florida Inc.	(18,500,000)	0	0	0	(98,835,320)	0		0	(117,335,320)	0
15616	80-0629718	Aetna Better Health, Inc. (a Louisiana corporation)	1,604,310	30,000,000	0	0	(73,012,037)	0		0	(41,407,727)	0
14043	27-2512072	Aetna Better Health Premier Plan MMAI Inc.	(24,390,465)	(15,609,535)	0	0	(25,674,821)	0		0	(65,674,821)	0
14053	27-2186150	Aetna Better Health of Illinois Inc.	0	190,000,000	0	0	(158,109,830)	0		0	31,890,170	0
15611	46-3203088	Aetna Better Health Inc. (a New Jersey corporation)	0	35,000,000	0	0	(63,653,996)	0		0	(28,653,996)	0
14408	45-2634734	Aetna Better Health Inc. (a New York corporation)	552,596	0	0	0	(48,584,450)	0		0	(48,031,854)	0
14229	45-2764938	Aetna Better Health Inc. (an Ohio corporation)	(72,104,407)	0	0	0	(70,376,867)	0		0	(142,481,274)	0
00000	20-4416606	Aetna Better Health of Tennessee Inc.	0	0	0	0	656	0		0	656	0
11183	22-2990909	Aetna Dental Inc. (a New Jersey corporation)	0	0	0	0	(1,467,253)	0		0	(1,467,253)	0
95910	06-1177531	Aetna Dental Inc. (a Texas corporation)	(7,000,000)	0	0	0	(7,784,071)	(43,055)		0	(14,827,126)	0
00000	06-1160812	Aetna Dental of California Inc.	(8,000,000)	0	0	0	(1,933,710)	0		0	(9,933,710)	0
78700	06-0876836	Aetna Health and Life Insurance Company	577,534	84,000,000	0	0	(23,248,714)	0		0	61,328,820	0
00000	30-0123754	Aetna Health Holdings, LLC	786,694,754	(395,394,754)	0	0	0	0		0	391,300,000	0
95088	59-2411584	Aetna Health Inc. (a Florida corporation)	(7,500,000)	0	0	0	(133,172,763)	0		0	(140,672,763)	0
95094	58-1649568	Aetna Health Inc. (a Georgia corporation)	(19,500,000)	0	0	0	(17,376,544)	0		0	(36,876,544)	0
95241	42-1244752	Aetna Health of Iowa Inc.	(4,200,000)	0	0	0	(2,238,542)	0		0	(6,438,542)	0
95517	01-0504252	Aetna Health Inc. (a Maine corporation)	(1,900,000)	0	0	0	(8,011,159)	0		0	(9,911,159)	0

SCHEDULE Y

PART 2 - SUMMARY OF INSURER'S TRANSACTIONS WITH ANY AFFILIATES

1	2	3	4	5	6	7	8	9	10	11	12	13
NAIC Company Code	ID Number	Names of Insurers and Parent, Subsidiaries or Affiliates	Shareholder Dividends	Capital Contributions	Purchases, Sales or Exchanges of Loans, Securities, Real Estate, Mortgage Loans or Other Investments	Income/ (Disbursements) Incurred in Connection with Guarantees or Undertakings for the Benefit of any Affiliate(s)	Management Agreements and Service Contracts	Income/ (Disbursements) Incurred Under Reinsurance Agreements	*	Any Other Material Activity Not in the Ordinary Course of the Insurer's Business	Totals	Reinsurance Recoverable/ (Payable) on Losses and/or Reserve Credit Taken/(Liability)
95756	23-2861565	Aetna Health of Michigan Inc.	0	9,000,000	0	0	(1,874,227)	0		0	7,125,773	0
95287	52-1270921	Aetna Health Inc. (a New Jersey corporation)	0	0	0	0	(71,875,443)	0		0	(71,875,443)	0
95234	22-2663623	Aetna Health Inc. (a New York corporation)	1,372,576	0	0	0	(5,646,447)	0		0	(4,273,871)	0
95109	23-2169745	Aetna Health Inc. (a Pennsylvania corporation)	(159,676,976)	0	0	0	(303,172,093)	13,164,197		0	(449,684,872)	9,431,277
95935	23-2442048	Aetna Health Inc. (a Connecticut corporation)	142,605	0	0	0	(7,614,853)	0		0	(7,472,248)	0
95490	76-0189680	Aetna Health Inc. (a Texas corporation)	534,770	10,000,000	0	0	(25,618,811)	(1,245,722)		0	(16,329,763)	2,028,941
95173	74-2381406	Aetna Health Inc. (LA)	0	0	0	0	(6,858,010)	0		0	(6,858,010)	0
72052	23-2710210	Aetna Health Insurance Company	0	95,000,000	0	0	3,268,513	279,234		0	98,547,747	0
84450	57-0805126	Aetna Health Insurance Company of New York	0	0	0	0	(35,056)	0		0	(35,056)	0
00000	13-3670795	Aetna Health Management, LLC	0	0	0	0	1,084,867,335	0		0	1,084,867,335	0
00000	95-3402799	Aetna Health of California Inc.	(89,393,927)	0	0	0	(98,090,354)	0		0	(187,484,281)	0
15827	47-4352768	Aetna HealthAssurance Pennsylvania Inc.	0	0	0	0	(15,421,081)	0		0	(15,421,081)	0
00000	23-2229683	Aetna Inc.	1,835,000,000	636,000,000	0	0	(5,833,403)	0		0	2,465,166,597	0
36153	06-1286276	Aetna Insurance Company of Connecticut	(2,158,635)	(9,341,365)	0	0	(50,355)	0		0	(11,550,355)	0
00000	06-1571642	Aetna International Inc.	0	0	0	0	(233,919)	0		0	(233,919)	0
60054	06-6033492	Aetna Life Insurance Company	(1,470,513,865)	(831,620,190)	0	0	(2,381,904,350)	(359,697,564)		0	(5,043,735,969)	1,411,723,991
00000	86-0842559	Aetna Medicaid Administrators, LLC	0	0	0	0	669,993,127	0		0	669,993,127	0
00000	11-3667142	Aetna Partners Diversified Fund, LLC	(60,902,206)	16,000,000	0	0	0	0		0	(44,902,206)	0
00000	06-1423207	Aetna Resources LLC	0	0	0	0	2,386,601,673	0		0	2,386,601,673	0
00000	30-0123760	Aetna RX Home Delivery, LLC	0	0	0	0	0	0		0	0	0
00000	20-3180700	Aetna Ventures, LLC	0	3,620,190	0	0	0	0		0	3,620,190	0
00000	57-1209768	Aetna Specialty Pharmacy, LLC	0	0	0	0	0	0		0	0	0
00000	81-5112888	Allina Health and Aetna Insurance Holding Company LLC	0	(11,000,000)	0	0	0	0		0	(11,000,000)	0
16194	82-2091197	Allina Health and Aetna Insurance Company	0	11,000,000	0	0	(5,526,767)	(65,130)		0	5,408,103	0
95407	87-0345631	Aetna Health of Utah Inc.	(4,200,000)	0	0	0	(10,036,781)	0		0	(14,236,781)	0
12321	20-2901054	American Continental Insurance Company	0	0	0	0	(76,520,868)	0		0	(76,520,868)	0
00000	31-1368946	American Health Holding, Inc.	0	0	0	0	218,000	0		0	218,000	0
00000	81-5212760	Banner Health and Aetna Health Insurance Holding Company LLC	0	20,000,000	0	0	0	0		0	20,000,000	0
16059	81-5290023	Banner Health and Aetna Health Plan Inc.	0	0	0	0	(1,988,473)	1,656,844		0	(331,629)	(5,783,807)
16058	81-5281115	Banner Health and Aetna Health Insurance Company	0	(20,000,000)	0	0	(55,167,028)	12,170,876		0	(62,996,152)	(24,299,970)
00000	36-4391310	bswift, LLC	0	0	0	0	17,246,998	0		0	17,246,998	0
74160	37-1241037	Coventry Health Care of Illinois, Inc.	(24,607,835)	0	0	0	(19,836,730)	0		0	(44,444,565)	0
96377	43-1372307	Coventry Health Care of Missouri, Inc.	(22,250,441)	0	0	0	(110,883,867)	0		0	(133,134,308)	0
81973	75-1296086	Coventry Health and Life Insurance Company	(242,165,719)	0	0	0	(165,321,600)	0		0	(407,487,319)	0

SCHEDULE Y

PART 2 - SUMMARY OF INSURER'S TRANSACTIONS WITH ANY AFFILIATES

1 NAIC Company Code	2 ID Number	3 Names of Insurers and Parent, Subsidiaries or Affiliates	4 Shareholder Dividends	5 Capital Contributions	6 Purchases, Sales or Exchanges of Loans, Securities, Real Estate, Mortgage Loans or Other Investments	7 Income/ (Disbursements) Incurred in Connection with Guarantees or Undertakings for the Benefit of any Affiliate(s)	8 Management Agreements and Service Contracts	9 Income/ (Disbursements) Incurred Under Reinsurance Agreements	10 *	11 Any Other Material Activity Not in the Ordinary Course of the Insurer's Business	12 Totals	13 Reinsurance Recoverable/ (Payable) on Losses and/or Reserve Credit Taken/(Liability)
68500	62-1181209	Continental Life Insurance Company of Brentwood, Tennessee	0	0	0	0	(179,289,735)	0		0	(179,289,735)	0
95925	42-1308659	Coventry Health Care of Nebraska, Inc.	(24,000,000)	0	0	0	(12,997,820)	0		0	(36,997,820)	0
96555	54-1576305	Coventry Health Care of Virginia, Inc.	0	10,000,000	0	0	(190,618,889)	0		0	(180,618,889)	0
95408	55-0712129	Coventry Health Care of West Virginia, Inc.	231,734	0	0	0	(81,700,654)	0		0	(81,468,920)	0
95266	65-0453436	Coventry Health Plan of Florida, Inc.	0	0	0	0	16,071	0		0	16,071	0
00000	62-1411933	Coventry HealthCare Management Corporation	0	0	0	0	0	0		0	0	0
95489	48-0840330	Coventry Health Care of Kansas, Inc.	(7,500,000)	0	0	0	(2,342,535)	0		0	(9,842,535)	0
00000	47-0854096	Coventry Prescription Mgmt Services, Inc	0	0	0	0	0	0		0	0	0
00000	20-1736437	First Health Group Corp	21,146,274	178,853,726	0	0	0	0		0	200,000,000	0
90328	38-2242132	First Health Life & Health Insurance Company	(21,146,274)	(178,853,726)	0	0	(20,931,168)	0		0	(220,931,168)	0
00000	20-1130063	Florida Health Plan Administrators, LLC	18,500,000	0	0	0	0	0		0	18,500,000	0
95846	52-2056201	Group Dental Service of Maryland, Inc.	0	0	0	0	(1,057,346)	0		0	(1,057,346)	0
00000	33-0052273	Health and Human Resources Center, Inc.	0	0	0	0	881,927	0		0	881,927	0
13980	27-2192415	Health Re, Inc.	(285,000,000)	7,000,000	0	0	(69,883,329)	333,827,983		0	(14,055,346)	(1,290,916,038)
11102	23-2366731	HealthAssurance Pennsylvania, Inc.	(32,500,000)	0	0	0	(63,973,878)	0		0	(96,473,878)	0
15097	46-0674828	Innovation Health Insurance Company	0	0	0	0	(22,927,379)	(82,474)		0	(23,009,853)	(24,254,325)
15098	46-0682197	Innovation Health Plan, Inc.	0	0	0	0	(4,608,139)	(14,909,616)		0	(19,517,755)	(3,647,470)
00000	81-3789357	Texas Health + Aetna Health Insurance Holding Company LLC	0	30,000,000	0	0	0	0		0	30,000,000	0
16132	47-5548221	Texas Health + Aetna Health Plan Inc.	0	0	0	0	(2,484,407)	1,245,722		0	(1,238,685)	(2,028,941)
16121	81-4749336	Texas Health + Aetna Health Insurance Company	0	(30,000,000)	0	0	(3,457,119)	13,698,705		0	(19,758,414)	(72,253,658)
16558	82-3333789	Aetna Better Health of North Carolina Inc.	0	3,000,000	0	0	(2,866)	0		0	2,997,134	0
00000	05-0494040	CVS Health Corporation	0	0	0	0	504,104,868	0		0	504,104,868	0
00000	06-1270755	AHP Holdings, Inc.	(9,341,365)	9,341,365	0	0	50,262	0		0	50,262	0
00000		CVS INDEMNITY	962,557	(10,000,000)	0	0	0	0		0	(9,037,443)	0
00000	01-0826783	Schaller Anderson Medical Administrators, Incorporated	0	0	0	0	462,552,606	0		0	462,552,606	0
00000	91-1774434	PayFlex Systems USA, Inc.	0	0	0	0	33,555,522	0		0	33,555,522	0
00000	26-1582982	MHNet Specialty Services, LLC	0	0	0	0	9,704	0		0	9,704	0
00000	52-1801446	Group Dental Service, Inc.	0	0	0	0	177,100	0		0	177,100	0
00000	52-1320522	Claims Administration Corp.	0	0	0	0	(1,646,499)	0		0	(1,646,499)	0
00000	98-0211470	Aetna Life & Casualty (Bermuda) Ltd.	0	0	0	0	(561,328)	0		0	(561,328)	0
12575	20-2833904	SilverScript Insurance Co.	(200,000,000)	0	0	0	(399,631,650)	(45,302,841)		0	(644,934,491)	147,239,147
63444	06-1566092	Accendo Insurance Company	(10,000,000)	25,000,000	0	0	(206,199)	11,326,033		0	26,119,834	(36,809,787)
00000	33-1113587	CVS Caremark Part D Services, LLC	210,000,000	(25,000,000)	0	0	388,261,563	0		0	573,261,563	0
00000	05-0500188	CVS Caremark Indemnity, Ltd.	0	0	0	0	0	33,976,808		0	33,976,808	(110,429,360)
00000	45-4901541	Aetna ACO Holdings, Inc.	(34,925,010)	0	0	0	0	0		0	(34,925,010)	0
9999999 Control Totals			0	0	0	0	0	0	XXX	0	0	0

SUPPLEMENTAL EXHIBITS AND SCHEDULES INTERROGATORIES

The following supplemental reports are required to be filed as part of your statement filing unless specifically waived by the domiciliary state. However, in the event that your domiciliary state waives the filing requirement, your response of WAIVED to the specific interrogatory will be accepted in lieu of filing a "NONE" report and a bar code will be printed below. If the supplement is required of your company but is not being filed for whatever reason enter SEE EXPLANATION and provide an explanation following the interrogatory questions.

		Responses
	MARCH FILING	
1.	Will the Supplemental Compensation Exhibit be filed with the state of domicile by March 1?	YES
2.	Will an actuarial opinion be filed by March 1?	YES
3.	Will the confidential Risk-based Capital Report be filed with the NAIC by March 1?	YES
4.	Will the confidential Risk-based Capital Report be filed with the state of domicile, if required, by March 1?	YES
	APRIL FILING	
5.	Will Management's Discussion and Analysis be filed by April 1?	YES
6.	Will the Supplemental Investment Risks Interrogatories be filed by April 1?	YES
7.	Will the Accident and Health Policy Experience Exhibit be filed by April 1?	YES
	JUNE FILING	
8.	Will an audited financial report be filed by June 1?	YES
9.	Will Accountant's Letter of Qualifications be filed with the state of domicile and electronically with the NAIC by June 1?	YES
	AUGUST FILING	
10.	Will the regulator-only (non-public) Communication of Internal Control Related Matters Noted in Audit be filed with the state of domicile and electronically with the NAIC (as a regulator-only non-public document) by August 1?	YES

The following supplemental reports are required to be filed as part of your annual statement filing **if your company is engaged in the type of business covered by the supplement. However, in the event that your company does not transact the type of business for which the special report must be filed, your response of NO to the specific interrogatory will be accepted in lieu of filing a "NONE" report and a bar code will be printed below.** If the supplement is required of your company but is not being filed for whatever reason enter SEE EXPLANATION and provide an explanation following the interrogatory questions.

	MARCH FILING	
11.	Will the Medicare Supplement Insurance Experience Exhibit be filed with the state of domicile and the NAIC by March 1?	NO
12.	Will the Supplemental Life data due March 1 be filed with the state of domicile and the NAIC?	NO
13.	Will Schedule SIS (Stockholder Information Supplement) be filed with the state of domicile by March 1?	SEE EXPLANATION
14.	Will the actuarial opinion on participating and non-participating policies as required in Interrogatories 1 and 2 on Exhibit 5 to Life Supplement be filed with the state of domicile and electronically with the NAIC by March 1?	NO
15.	Will the actuarial opinion on non-guaranteed elements as required in Interrogatory 3 to Exhibit 5 to Life Supplement be filed with the state of domicile and electronically with the NAIC by March 1?	NO
16.	Will the Medicare Part D Coverage Supplement be filed with the state of domicile and the NAIC by March 1?	NO
17.	Will an approval from the reporting entity's state of domicile for relief related to the five-year rotation requirement for lead audit partner be filed electronically with the NAIC by March 1?	NO
18.	Will an approval from the reporting entity's state of domicile for relief related to the one-year cooling off period for independent CPA be filed electronically with the NAIC by March 1?	NO
19.	Will an approval from the reporting entity's state of domicile for relief related to the Requirements for Audit Committees be filed electronically with the NAIC by March 1?	NO
	APRIL FILING	
20.	Will the Long-Term Care Experience Reporting Forms be filed with the state of domicile and the NAIC by April 1?	NO
21.	Will the Supplemental Life data due April 1 be filed with the state of domicile and the NAIC?	NO
22.	Will the Supplemental Health Care Exhibit (Parts 1, 2 and 3) be filed with the state of domicile and the NAIC by April 1?	YES
23.	Will the regulator only (non-public) Supplemental Health Care Exhibit's Expense Allocation Report be filed with the state of domicile and the NAIC by April 1?	YES
24.	Will the Life, Health & Annuity Guaranty Association Model Act Assessment Base Reconciliation Exhibit be filed with the state of domicile and the NAIC by April 1?	YES
25.	Will the Adjustments to the Life, Health & Annuity Guaranty Association Model Act Assessment Base Reconciliation Exhibit (if required) be filed with the state of domicile and the NAIC by April 1?	NO
	AUGUST FILING	
26.	Will Management's Report of Internal Control Over Financial Reporting be filed with the state of domicile by August 1?	NO

Explanations:

11. The data for this supplement is not required to be filed.
12. The data for this supplement is not required to be filed.
13. Only one stockholder. Filing not required
14. The data for this supplement is not required to be filed.
15. The data for this supplement is not required to be filed.
16. The data for this supplement is not required to be filed.
17. The data for this supplement is not required to be filed.
18. The data for this supplement is not required to be filed.
19. The data for this supplement is not required to be filed.
20. The data for this supplement is not required to be filed.
21. The data for this supplement is not required to be filed.
25. The data for this supplement is not required to be filed.
26. The Company does not meet the Model Audit Rule (MAR) for filing.

Bar Codes:

11. Medicare Supplement Insurance Experience Exhibit [Document Identifier 360]

12. Life Supplement [Document Identifier 205]

14. Participating Opinion for Exhibit 5 [Document Identifier 371]

15. Non-Guaranteed Opinion for Exhibit 5 [Document Identifier 370]

16. Medicare Part D Coverage Supplement [Document Identifier 365]

17. Relief from the five-year rotation requirement for lead audit partner [Document Identifier 224]

18. Relief from the one-year cooling off period for independent CPA [Document Identifier 225]

19. Relief from the Requirements for Audit Committees [Document Identifier 226]

SUPPLEMENTAL EXHIBITS AND SCHEDULES INTERROGATORIES

20. Long-Term Care Experience Reporting Forms [Document Identifier 306]

21. Life Supplement [Document Identifier 211]

25 Adjustments to the Life, Health & Annuity Guaranty Association Model Act Assessment Base Reconciliation Exhibit [Document Identifier 300]

26 Management's Report of Internal Control Over Financial Reporting [Document Identifier 223]

OVERFLOW PAGE FOR WRITE-INS

SUMMARY INVESTMENT SCHEDULE

Investment Categories	Gross Investment Holdings		Admitted Assets as Reported in the Annual Statement			
	1	2	3	4	5	6
	Amount	Percentage of Column 1 Line 13	Amount	Securities Lending Reinvested Collateral Amount	Total (Col. 3 + 4) Amount	Percentage of Column 5 Line 13
1. Long-Term Bonds (Schedule D, Part 1):						
1.01 U.S. governments	3,438,893	4.668	3,438,893	0	3,438,893	4.668
1.02 All other governments	0	0.000	0	0	0	0.000
1.03 U.S. states, territories and possessions, etc. guaranteed	585,309	0.795	585,309	0	585,309	0.795
1.04 U.S. political subdivisions of states, territories, and possessions, guaranteed	7,127,216	9.675	7,127,216	0	7,127,216	9.675
1.05 U.S. special revenue and special assessment obligations, etc. non-guaranteed	2,574,174	3.494	2,574,174	0	2,574,174	3.494
1.06 Industrial and miscellaneous	24,181,675	32.826	24,181,675	0	24,181,675	32.826
1.07 Hybrid securities	0	0.000	0	0	0	0.000
1.08 Parent, subsidiaries and affiliates	0	0.000	0	0	0	0.000
1.09 SVO identified funds	0	0.000	0	0	0	0.000
1.10 Unaffiliated Bank loans	0	0.000	0	0	0	0.000
1.11 Total long-term bonds	37,907,267	51.458	37,907,267	0	37,907,267	51.458
2. Preferred stocks (Schedule D, Part 2, Section 1):						
2.01 Industrial and miscellaneous (Unaffiliated)	0	0.000	0	0	0	0.000
2.02 Parent, subsidiaries and affiliates	0	0.000	0	0	0	0.000
2.03 Total preferred stocks	0	0.000	0	0	0	0.000
3. Common stocks (Schedule D, Part 2, Section 2):						
3.01 Industrial and miscellaneous Publicly traded (Unaffiliated)	0	0.000	0	0	0	0.000
3.02 Industrial and miscellaneous Other (Unaffiliated)	0	0.000	0	0	0	0.000
3.03 Parent, subsidiaries and affiliates Publicly traded	0	0.000	0	0	0	0.000
3.04 Parent, subsidiaries and affiliates Other	0	0.000	0	0	0	0.000
3.05 Mutual funds	0	0.000	0	0	0	0.000
3.06 Unit investment trusts	0	0.000	0	0	0	0.000
3.07 Closed-end funds	0	0.000	0	0	0	0.000
3.08 Total common stocks	0	0.000	0	0	0	0.000
4. Mortgage loans (Schedule B):						
4.01 Farm mortgages	0	0.000	0	0	0	0.000
4.02 Residential mortgages	0	0.000	0	0	0	0.000
4.03 Commercial mortgages	0	0.000	0	0	0	0.000
4.04 Mezzanine real estate loans	0	0.000	0	0	0	0.000
4.05 Total valuation allowance	0	0.000	0	0	0	0.000
4.06 Total mortgage loans	0	0.000	0	0	0	0.000
5. Real estate (Schedule A):						
5.01 Properties occupied by company	0	0.000	0	0	0	0.000
5.02 Properties held for production of income	0	0.000	0	0	0	0.000
5.03 Properties held for sale	0	0.000	0	0	0	0.000
5.04 Total real estate	0	0.000	0	0	0	0.000
6. Cash, cash equivalents and short-term investments:						
6.01 Cash (Schedule E, Part 1)	18,691,668	25.373	18,691,668	0	18,691,668	25.373
6.02 Cash equivalents (Schedule E, Part 2)	17,067,759	23.169	17,067,758	0	17,067,758	23.169
6.03 Short-term investments (Schedule DA)	0	0.000	0	0	0	0.000
6.04 Total cash, cash equivalents and short-term investments	35,759,427	48.542	35,759,426	0	35,759,426	48.542
7. Contract loans	0	0.000	0	0	0	0.000
8. Derivatives (Schedule DB)	0	0.000	0	0	0	0.000
9. Other invested assets (Schedule BA)	0	0.000	0	0	0	0.000
10. Receivables for securities	0	0.000	0	0	0	0.000
11. Securities Lending (Schedule DL, Part 1)	0	0.000	0	XXX	XXX	XXX
12. Other invested assets (Page 2, Line 11)	0	0.000	0	0	0	0.000
13. Total invested assets	73,666,694	100.000	73,666,693	0	73,666,693	100.000

Schedule A - Verification - Real Estate

NONE

Schedule B - Verification - Mortgage Loans

NONE

SCHEDULE BA - VERIFICATION BETWEEN YEARS

Other Long-Term Invested Assets

NONE

1.	Book/adjusted carrying value, December 31 of prior year	
2.	Cost of acquired:	
	2.1 Actual cost at time of acquisition (Part 2, Column 8)	
	2.2 Additional investment made after acquisition (Part 2, Column 9)	
3.	Capitalized deferred interest and other:	
	3.1 Totals, Part 1, Column 16	
	3.2 Totals, Part 3, Column 12	
4.	Accrual of discount	
5.	Unrealized valuation increase (decrease):	
	5.1 Totals, Part 1, Column 13	
	5.2 Totals, Part 3, Column 9	
6.	Total gain (loss) on disposals, Part 3, Column 19	
7.	Deduct amounts received on disposals, Part 3, Column 16	
8.	Deduct amortization of premium and depreciation	
9.	Total foreign exchange change in book/adjusted carrying value:	
	9.1 Totals, Part 1, Column 17	
	9.2 Totals, Part 3, Column 14	
10.	Deduct current year's other than temporary impairment recognized:	
	10.1 Totals, Part 1, Column 15	
	10.2 Totals, Part 3, Column 11	
11.	Book/adjusted carrying value at end of current period (Lines 1+2+3+4+5+6-7-8+9-10)	
12.	Deduct total nonadmitted amounts	
13.	Statement value at end of current period (Line 11 minus Line 12)	

SCHEDULE D - VERIFICATION BETWEEN YEARS

Bonds and Stocks

1.	Book/adjusted carrying value, December 31 of prior year		35,203,914
2.	Cost of bonds and stocks acquired, Part 3, Column 7		20,847,785
3.	Accrual of discount		31,472
4.	Unrealized valuation increase (decrease):		
	4.1. Part 1, Column 12	(3,682)	
	4.2. Part 2, Section 1, Column 15	0	
	4.3. Part 2, Section 2, Column 13	0	
	4.4. Part 4, Column 11	7,569	3,887
5.	Total gain (loss) on disposals, Part 4, Column 19		(65,343)
6.	Deduction consideration for bonds and stocks disposed of, Part 4, Column 7		17,739,828
7.	Deduct amortization of premium		290,157
8.	Total foreign exchange change in book/adjusted carrying value:		
	8.1. Part 1, Column 15	0	
	8.2. Part 2, Section 1, Column 19	0	
	8.3. Part 2, Section 2, Column 16	0	
	8.4. Part 4, Column 15	0	0
9.	Deduct current year's other than temporary impairment recognized:		
	9.1. Part 1, Column 14	40,950	
	9.2. Part 2, Section 1, Column 17	0	
	9.3. Part 2, Section 2, Column 14	0	
	9.4. Part 4, Column 13	58,666	99,616
10.	Total investment income recognized as a result of prepayment penalties and/or acceleration fees, Note 5Q, Line 2		15,153
11.	Book/adjusted carrying value at end of current period (Lines 1+2+3+4+5-6-7+8-9+10)		37,907,267
12.	Deduct total nonadmitted amounts		0
13.	Statement value at end of current period (Line 11 minus Line 12)		37,907,267

SCHEDULE D - SUMMARY BY COUNTRY

Long-Term Bonds and Stocks OWNED December 31 of Current Year

Description		1 Book/Adjusted Carrying Value	2 Fair Value	3 Actual Cost	4 Par Value of Bonds
BONDS	1. United States	3,438,893	3,468,528	3,436,406	3,450,000
Governments	2. Canada	0	0	0	0
(Including all obligations guaranteed by governments)	3. Other Countries	0	0	0	0
	4. Totals	3,438,893	3,468,528	3,436,406	3,450,000
U.S. States, Territories and Possessions (Direct and guaranteed)	5. Totals	585,309	588,560	588,855	500,000
U.S. Political Subdivisions of States, Territories and Possessions (Direct and guaranteed)	6. Totals	7,127,216	7,573,034	7,348,420	7,000,000
U.S. Special Revenue and Special Assessment Obligations and all Non-Guaranteed Obligations of Agencies and Authorities of Governments and their Political Subdivisions	7. Totals	2,574,174	2,662,963	2,695,698	2,545,452
Industrial and Miscellaneous, SVO Identified Funds, Unaffiliated Bank Loans and Hybrid Securities (unaffiliated)	8. United States	23,181,675	24,667,989	23,201,881	23,205,000
	9. Canada	0	0	0	0
	10. Other Countries	1,000,000	1,054,904	1,000,000	1,000,000
	11. Totals	24,181,675	25,722,893	24,201,881	24,205,000
Parent, Subsidiaries and Affiliates	12. Totals	0	0	0	0
	13. Total Bonds	37,907,267	40,015,978	38,271,260	37,700,452
PREFERRED STOCKS	14. United States	0	0	0	
Industrial and Miscellaneous (unaffiliated)	15. Canada	0	0	0	
	16. Other Countries	0	0	0	
	17. Totals	0	0	0	
Parent, Subsidiaries and Affiliates	18. Totals	0	0	0	
	19. Total Preferred Stocks	0	0	0	
COMMON STOCKS	20. United States	0	0	0	
Industrial and Miscellaneous (unaffiliated)	21. Canada	0	0	0	
	22. Other Countries	0	0	0	
	23. Totals	0	0	0	
Parent, Subsidiaries and Affiliates	24. Totals	0	0	0	
	25. Total Common Stocks	0	0	0	
	26. Total Stocks	0	0	0	
	27. Total Bonds and Stocks	37,907,267	40,015,978	38,271,260	

SCHEDULE D - PART 1A - SECTION 1

Quality and Maturity Distribution of All Bonds Owned December 31, at Book/Adjusted Carrying Values by Major Types of Issues and NAIC Designations

NAIC Designation	1 1 Year or Less	2 Over 1 Year Through 5 Years	3 Over 5 Years Through 10 Years	4 Over 10 Years Through 20 Years	5 Over 20 Years	6 No Maturity Date	7 Total Current Year	8 Col. 7 as a % of Line 11.7	9 Total from Col. 7 Prior Year	10 % From Col. 8 Prior Year	11 Total Publicly Traded	12 Total Privately Placed (a)
1. U.S. Governments												
1.1 NAIC 1	0	3,438,892	0	0	0	XXX	3,438,892	6.3	3,345,490	7.2	3,438,892	0
1.2 NAIC 2	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
1.3 NAIC 3	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
1.4 NAIC 4	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
1.5 NAIC 5	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
1.6 NAIC 6	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
1.7 Totals	0	3,438,892	0	0	0	XXX	3,438,892	6.3	3,345,490	7.2	3,438,892	0
2. All Other Governments												
2.1 NAIC 1	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
2.2 NAIC 2	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
2.3 NAIC 3	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
2.4 NAIC 4	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
2.5 NAIC 5	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
2.6 NAIC 6	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
2.7 Totals	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
3. U.S. States, Territories and Possessions etc., Guaranteed												
3.1 NAIC 1	0	585,309	0	0	0	XXX	585,309	1.1	0	0.0	585,309	0
3.2 NAIC 2	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
3.3 NAIC 3	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
3.4 NAIC 4	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
3.5 NAIC 5	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
3.6 NAIC 6	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
3.7 Totals	0	585,309	0	0	0	XXX	585,309	1.1	0	0.0	585,309	0
4. U.S. Political Subdivisions of States, Territories and Possessions , Guaranteed												
4.1 NAIC 1	3,499,850	3,127,366	500,000	0	0	XXX	7,127,216	13.0	6,836,241	14.7	7,127,216	0
4.2 NAIC 2	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
4.3 NAIC 3	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
4.4 NAIC 4	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
4.5 NAIC 5	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
4.6 NAIC 6	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
4.7 Totals	3,499,850	3,127,366	500,000	0	0	XXX	7,127,216	13.0	6,836,241	14.7	7,127,216	0
5. U.S. Special Revenue & Special Assessment Obligations, etc., Non-Guaranteed												
5.1 NAIC 1	1,508,646	400,046	656,336	9,146	0	XXX	2,574,174	4.7	1,962,728	4.2	2,574,174	0
5.2 NAIC 2	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
5.3 NAIC 3	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
5.4 NAIC 4	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
5.5 NAIC 5	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
5.6 NAIC 6	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
5.7 Totals	1,508,646	400,046	656,336	9,146	0	XXX	2,574,174	4.7	1,962,728	4.2	2,574,174	0

SCHEDULE D - PART 1A - SECTION 1 (Continued)

Quality and Maturity Distribution of All Bonds Owned December 31, at Book/Adjusted Carrying Values by Major Types of Issues and NAIC Designations

NAIC Designation	1 1 Year or Less	2 Over 1 Year Through 5 Years	3 Over 5 Years Through 10 Years	4 Over 10 Years Through 20 Years	5 Over 20 Years	6 No Maturity Date	7 Total Current Year	8 Col. 7 as a % of Line 11.7	9 Total from Col. 7 Prior Year	10 % From Col. 8 Prior Year	11 Total Publicly Traded	12 Total Privately Placed (a)
6. Industrial & Miscellaneous (Unaffiliated)												
6.1 NAIC 1	18,219,660	3,809,883	2,998,894	0	0	XXX	25,028,437	45.5	20,773,669	44.7	5,960,922	19,067,515
6.2 NAIC 2	50,558	6,543,463	500,000	996,026	0	XXX	8,090,047	14.7	4,743,636	10.2	7,590,047	500,000
6.3 NAIC 3	0	5,228,417	1,742,884	230,859	0	XXX	7,202,160	13.1	6,798,830	14.6	5,797,915	1,404,245
6.4 NAIC 4	0	493,846	0	434,701	0	XXX	928,547	1.7	2,058,151	4.4	928,547	0
6.5 NAIC 5	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
6.6 NAIC 6	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
6.7 Totals	18,270,218	16,075,609	5,241,778	1,661,586	0	XXX	41,249,191	75.0	34,374,286	73.9	20,277,431	20,971,760
7. Hybrid Securities												
7.1 NAIC 1	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
7.2 NAIC 2	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
7.3 NAIC 3	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
7.4 NAIC 4	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
7.5 NAIC 5	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
7.6 NAIC 6	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
7.7 Totals	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
8. Parent, Subsidiaries and Affiliates												
8.1 NAIC 1	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
8.2 NAIC 2	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
8.3 NAIC 3	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
8.4 NAIC 4	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
8.5 NAIC 5	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
8.6 NAIC 6	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
8.7 Totals	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
9. SVO Identified Funds												
9.1 NAIC 1	XXX	XXX	XXX	XXX	XXX	0	0	0.0	0	0.0	0	0
9.2 NAIC 2	XXX	XXX	XXX	XXX	XXX	0	0	0.0	0	0.0	0	0
9.3 NAIC 3	XXX	XXX	XXX	XXX	XXX	0	0	0.0	0	0.0	0	0
9.4 NAIC 4	XXX	XXX	XXX	XXX	XXX	0	0	0.0	0	0.0	0	0
9.5 NAIC 5	XXX	XXX	XXX	XXX	XXX	0	0	0.0	0	0.0	0	0
9.6 NAIC 6	XXX	XXX	XXX	XXX	XXX	0	0	0.0	0	0.0	0	0
9.7 Totals	XXX	XXX	XXX	XXX	XXX	0	0	0.0	0	0.0	0	0
10. Unaffiliated Bank Loans												
10.1 NAIC 1	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
10.2 NAIC 2	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
10.3 NAIC 3	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
10.4 NAIC 4	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
10.5 NAIC 5	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
10.6 NAIC 6	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
10.7 Totals	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0

SCHEDULE D - PART 1A - SECTION 1 (Continued)

Quality and Maturity Distribution of All Bonds Owned December 31, at Book/Adjusted Carrying Values by Major Types of Issues and NAIC Designations

NAIC Designation	1 1 Year or Less	2 Over 1 Year Through 5 Years	3 Over 5 Years Through 10 Years	4 Over 10 Years Through 20 Years	5 Over 20 Years	6 No Maturity Date	7 Total Current Year	8 Col. 7 as a % of Line 11.7	9 Total from Col. 7 Prior Year	10 % From Col. 8 Prior Year	11 Total Publicly Traded	12 Total Privately Placed (a)
11. Total Bonds Current Year												
11.1 NAIC 1	(d) 23,228,156	11,361,496	4,155,230	9,146	0	0	38,754,028	70.5	XXX	XXX	19,686,513	19,067,515
11.2 NAIC 2	(d) 50,558	6,543,463	500,000	996,026	0	0	8,090,047	14.7	XXX	XXX	7,590,047	500,000
11.3 NAIC 3	(d) 0	5,228,417	1,742,884	230,859	0	0	7,202,160	13.1	XXX	XXX	5,797,915	1,404,245
11.4 NAIC 4	(d) 0	493,846	0	434,701	0	0	928,547	1.7	XXX	XXX	928,547	0
11.5 NAIC 5	(d) 0	0	0	0	0	0	(c) 0	0.0	XXX	XXX	0	0
11.6 NAIC 6	(d) 0	0	0	0	0	0	(c) 0	0.0	XXX	XXX	0	0
11.7 Totals	23,278,714	23,627,222	6,398,114	1,670,732	0	0	(b) 54,974,782	100.0	XXX	XXX	34,003,022	20,971,760
11.8 Line 11.7 as a % of Col. 7	42.3	43.0	11.6	3.0	0.0	0.0	100.0	XXX	XXX	XXX	61.9	38.1
12. Total Bonds Prior Year												
12.1 NAIC 1	16,721,965	13,192,483	3,002,418	1,262	0	0	XXX	XXX	32,918,128	70.8	20,726,166	12,191,962
12.2 NAIC 2	757,687	3,760,583	225,366	0	0	0	XXX	XXX	4,743,636	10.2	4,743,636	0
12.3 NAIC 3	121,456	5,447,077	1,000,000	230,297	0	0	XXX	XXX	6,798,830	14.6	5,289,433	1,509,397
12.4 NAIC 4	251,102	1,373,650	0	433,399	0	0	XXX	XXX	2,058,151	4.4	2,058,151	0
12.5 NAIC 5	0	0	0	0	0	0	XXX	XXX	(c) 0	0.0	0	0
12.6 NAIC 6	0	0	0	0	0	0	XXX	XXX	(c) 0	0.0	0	0
12.7 Totals	17,852,210	23,773,793	4,227,784	664,958	0	0	XXX	XXX	(b) 46,518,745	100.0	32,817,386	13,701,359
12.8 Line 12.7 as a % of Col. 9	38.4	51.1	9.1	1.4	0.0	0.0	XXX	XXX	100.0	XXX	70.5	29.5
13. Total Publicly Traded Bonds												
13.1 NAIC 1	6,160,641	11,361,496	2,155,229	9,146	0	0	19,686,512	35.8	20,726,166	44.6	19,686,512	XXX
13.2 NAIC 2	50,558	6,543,463	0	996,026	0	0	7,590,047	13.8	4,743,636	10.2	7,590,047	XXX
13.3 NAIC 3	0	4,074,172	1,492,884	230,859	0	0	5,797,915	10.5	5,289,433	11.4	5,797,915	XXX
13.4 NAIC 4	0	493,846	0	434,701	0	0	928,547	1.7	2,058,151	4.4	928,547	XXX
13.5 NAIC 5	0	0	0	0	0	0	0	0.0	0	0.0	0	XXX
13.6 NAIC 6	0	0	0	0	0	0	0	0.0	0	0.0	0	XXX
13.7 Totals	6,211,199	22,472,977	3,648,113	1,670,732	0	0	34,003,021	61.9	32,817,386	70.5	34,003,021	XXX
13.8 Line 13.7 as a % of Col. 7	18.3	66.1	10.7	4.9	0.0	0.0	100.0	XXX	XXX	XXX	100.0	XXX
13.9 Line 13.7 as a % of Line 11.7, Col. 7, Section 11	11.3	40.9	6.6	3.0	0.0	0.0	61.9	XXX	XXX	XXX	61.9	XXX
14. Total Privately Placed Bonds												
14.1 NAIC 1	17,067,515	0	2,000,001	0	0	0	19,067,516	34.7	12,191,962	26.2	XXX	19,067,516
14.2 NAIC 2	0	0	500,000	0	0	0	500,000	0.9	0	0.0	XXX	500,000
14.3 NAIC 3	0	1,154,245	250,000	0	0	0	1,404,245	2.6	1,509,397	3.2	XXX	1,404,245
14.4 NAIC 4	0	0	0	0	0	0	0	0.0	0	0.0	XXX	0
14.5 NAIC 5	0	0	0	0	0	0	0	0.0	0	0.0	XXX	0
14.6 NAIC 6	0	0	0	0	0	0	0	0.0	0	0.0	XXX	0
14.7 Totals	17,067,515	1,154,245	2,750,001	0	0	0	20,971,761	38.1	13,701,359	29.5	XXX	20,971,761
14.8 Line 14.7 as a % of Col. 7	81.4	5.5	13.1	0.0	0.0	0.0	100.0	XXX	XXX	XXX	XXX	100.0
14.9 Line 14.7 as a % of Line 11.7, Col. 7, Section 11	31.0	2.1	5.0	0.0	0.0	0.0	38.1	XXX	XXX	XXX	XXX	38.1

(a) Includes $ 20,971,760 freely tradable under SEC Rule 144 or qualified for resale under SEC Rule 144A.

(b) Includes $ 0 current year of bonds with Z designations and $ 0 prior year of bonds with Z designations. The letter "Z" means the NAIC designation was not assigned by the Securities Valuation Office (SVO) at the date of the statement.

(c) Includes $ 0 current year, $ 0 prior year of bonds with 5GI designations and $ 0 current year, $ 0 prior year of bonds with 6* designations. "5GI" means the NAIC designation was assigned by the (SVO) in reliance on the insurer's certification that the issuer is current in all principal and interest payments. "6*" means the NAIC designation was assigned by the SVO due to inadequate certification of principal and interest payments.

(d) Includes the following amount of short-term and cash equivalent bonds by NAIC designation: NAIC 1 $ 17,067,516 ; NAIC 2 $ 0 ; NAIC 3 $ 0 ; NAIC 4 $ 0 ; NAIC 5 $ 0 ; NAIC 6 $ 0

SCHEDULE D - PART 1A - SECTION 2

Maturity Distribution of All Bonds Owned December 31, at Book/Adjusted Carrying Values by Major Type and Subtype of Issues

Distribution by Type	1 1 Year or Less	2 Over 1 Year Through 5 Years	3 Over 5 Years Through 10 Years	4 Over 10 Years Through 20 Years	5 Over 20 Years	6 No Maturity Date	7 Total Current Year	8 Col. 7 as a % of Line 11.08	9 Total from Col. 7 Prior Year	10 % From Col. 8 Prior Year	11 Total Publicly Traded	12 Total Privately Placed
1. U.S. Governments												
1.01 Issuer Obligations	0	3,438,892	0	0	0	XXX	3,438,892	6.3	3,345,490	7.2	3,438,892	0
1.02 Residential Mortgage-Backed Securities	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
1.03 Commercial Mortgage-Backed Securities	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
1.04 Other Loan-Backed and Structured Securities	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
1.05 Totals	0	3,438,892	0	0	0	XXX	3,438,892	6.3	3,345,490	7.2	3,438,892	0
2. All Other Governments												
2.01 Issuer Obligations	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
2.02 Residential Mortgage-Backed Securities	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
2.03 Commercial Mortgage-Backed Securities	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
2.04 Other Loan-Backed and Structured Securities	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
2.05 Totals	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
3. U.S. States, Territories and Possessions, Guaranteed												
3.01 Issuer Obligations	0	585,309	0	0	0	XXX	585,309	1.1	0	0.0	585,309	0
3.02 Residential Mortgage-Backed Securities	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
3.03 Commercial Mortgage-Backed Securities	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
3.04 Other Loan-Backed and Structured Securities	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
3.05 Totals	0	585,309	0	0	0	XXX	585,309	1.1	0	0.0	585,309	0
4. U.S. Political Subdivisions of States, Territories and Possessions, Guaranteed												
4.01 Issuer Obligations	3,499,850	3,127,366	500,000	0	0	XXX	7,127,216	13.0	6,836,241	14.7	7,127,216	0
4.02 Residential Mortgage-Backed Securities	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
4.03 Commercial Mortgage-Backed Securities	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
4.04 Other Loan-Backed and Structured Securities	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
4.05 Totals	3,499,850	3,127,366	500,000	0	0	XXX	7,127,216	13.0	6,836,241	14.7	7,127,216	0
5. U.S. Special Revenue & Special Assessment Obligations etc., Non-Guaranteed												
5.01 Issuer Obligations	1,507,804	396,146	650,000	0	0	XXX	2,553,950	4.6	1,935,227	4.2	2,553,950	0
5.02 Residential Mortgage-Backed Securities	842	3,900	6,336	9,146	0	XXX	20,224	0.0	27,501	0.1	20,224	0
5.03 Commercial Mortgage-Backed Securities	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
5.04 Other Loan-Backed and Structured Securities	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
5.05 Totals	1,508,646	400,046	656,336	9,146	0	XXX	2,574,174	4.7	1,962,728	4.2	2,574,174	0
6. Industrial and Miscellaneous												
6.01 Issuer Obligations	18,116,993	15,228,972	2,741,778	1,661,586	0	XXX	37,749,329	68.7	32,374,286	69.6	19,277,569	18,471,760
6.02 Residential Mortgage-Backed Securities	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
6.03 Commercial Mortgage-Backed Securities	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
6.04 Other Loan-Backed and Structured Securities	153,226	846,637	2,500,000	0	0	XXX	3,499,863	6.4	2,000,000	4.3	999,863	2,500,000
6.05 Totals	18,270,219	16,075,609	5,241,778	1,661,586	0	XXX	41,249,192	75.0	34,374,286	73.9	20,277,432	20,971,760
7. Hybrid Securities												
7.01 Issuer Obligations	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
7.02 Residential Mortgage-Backed Securities	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
7.03 Commercial Mortgage-Backed Securities	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
7.04 Other Loan-Backed and Structured Securities	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
7.05 Totals	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
8. Parent, Subsidiaries and Affiliates												
8.01 Issuer Obligations	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
8.02 Residential Mortgage-Backed Securities	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
8.03 Commercial Mortgage-Backed Securities	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
8.04 Other Loan-Backed and Structured Securities	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
8.05 Affiliated Bank Loans - Issued	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
8.06 Affiliated Bank Loans - Acquired	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
8.07 Totals	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0

SCHEDULE D - PART 1A - SECTION 2 (Continued)

Maturity Distribution of All Bonds Owned December 31, at Book/Adjusted Carrying Values by Major Type and Subtype of Issues

Distribution by Type	1 1 Year or Less	2 Over 1 Year Through 5 Years	3 Over 5 Years Through 10 Years	4 Over 10 Years Through 20 Years	5 Over 20 Years	6 No Maturity Date	7 Total Current Year	8 Col. 7 as a % of Line 11.08	9 Total from Col. 7 Prior Year	10 % From Col. 8 Prior Year	11 Total Publicly Traded	12 Total Privately Placed
9. SVO Identified Funds												
9.01 Exchange Traded Funds Identified by the SVO	XXX	XXX	XXX	XXX	XXX	0	0	0.0	0	0.0	0	0
9.02 Bond Mutual Funds Identified by the SVO	XXX	XXX	XXX	XXX	XXX	0	0	0.0	0	0.0	0	0
9.03 Totals	XXX	XXX	XXX	XXX	XXX	0	0	0.0	0	0.0	0	0
10. Unaffiliated Bank Loans												
10.01 Unaffiliated Bank Loans - Issued	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
10.02 Unaffiliated Bank Loans - Acquired	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
10.03 Totals	0	0	0	0	0	XXX	0	0.0	0	0.0	0	0
11. Total Bonds Current Year												
11.01 Issuer Obligations	23,124,647	22,776,685	3,891,778	1,661,586	0	XXX	51,454,696	93.6	XXX	XXX	32,982,936	18,471,760
11.02 Residential Mortgage-Backed Securities	842	3,900	6,336	9,146	0	XXX	20,224	0.0	XXX	XXX	20,224	0
11.03 Commercial Mortgage-Backed Securities	0	0	0	0	0	XXX	0	0.0	XXX	XXX	0	0
11.04 Other Loan-Backed and Structured Securities	153,226	846,637	2,500,000	0	0	XXX	3,499,863	6.4	XXX	XXX	999,863	2,500,000
11.05 SVO Identified Funds	XXX	XXX	XXX	XXX	XXX	0	0	0.0	XXX	XXX	0	0
11.06 Affiliated Bank Loans	0	0	0	0	0	XXX	0	0.0	XXX	XXX	0	0
11.07 Unaffiliated Bank Loans	0	0	0	0	0	XXX	0	0.0	XXX	XXX	0	0
11.08 Totals	23,278,715	23,627,222	6,398,114	1,670,732	0	0	54,974,783	100.0	XXX	XXX	34,003,023	20,971,760
11.09 Line 11.08 as a % of Col. 7	42.3	43.0	11.6	3.0	0.0	0.0	100.0	XXX	XXX	XXX	61.9	38.1
12. Total Bonds Prior Year												
12.01 Issuer Obligations	17,842,607	23,760,792	2,224,149	663,696	0	XXX	XXX	XXX	44,491,244	95.6	32,789,885	11,701,359
12.02 Residential Mortgage-Backed Securities	9,603	13,000	3,636	1,262	0	XXX	XXX	XXX	27,501	0.1	27,501	0
12.03 Commercial Mortgage-Backed Securities	0	0	0	0	0	XXX	XXX	XXX	0	0.0	0	0
12.04 Other Loan-Backed and Structured Securities	0	0	2,000,000	0	0	XXX	XXX	XXX	2,000,000	4.3	0	2,000,000
12.05 SVO Identified Funds	XXX	XXX	XXX	XXX	XXX	0	XXX	XXX	0	0.0	0	0
12.06 Affiliated Bank Loans	0	0	0	0	0	XXX	XXX	XXX	0	0.0	0	0
12.07 Unaffiliated Bank Loans	0	0	0	0	0	XXX	XXX	XXX	0	0.0	0	0
12.08 Totals	17,852,210	23,773,792	4,227,785	664,958	0	0	XXX	XXX	46,518,745	100.0	32,817,386	13,701,359
12.09 Line 12.08 as a % of Col. 9	38.4	51.1	9.1	1.4	0.0	0.0	XXX	XXX	100.0	XXX	70.5	29.5
13. Total Publicly Traded Bonds												
13.01 Issuer Obligations	6,057,132	21,622,440	3,641,778	1,661,586	0	XXX	32,982,936	60.0	32,789,885	70.5	32,982,936	XXX
13.02 Residential Mortgage-Backed Securities	842	3,900	6,336	9,146	0	XXX	20,224	0.0	27,501	0.1	20,224	XXX
13.03 Commercial Mortgage-Backed Securities	0	0	0	0	0	XXX	0	0.0	0	0.0	0	XXX
13.04 Other Loan-Backed and Structured Securities	153,226	846,637	0	0	0	XXX	999,863	1.8	0	0.0	999,863	XXX
13.05 SVO Identified Funds	XXX	XXX	XXX	XXX	XXX	0	0	0.0	0	0.0	0	XXX
13.06 Affiliated Bank Loans	0	0	0	0	0	XXX	0	0.0	0	0.0	0	XXX
13.07 Unaffiliated Bank Loans	0	0	0	0	0	XXX	0	0.0	0	0.0	0	XXX
13.08 Totals	6,211,200	22,472,977	3,648,114	1,670,732	0	0	34,003,023	61.9	32,817,386	70.5	34,003,023	XXX
13.09 Line 13.08 as a % of Col. 7	18.3	66.1	10.7	4.9	0.0	0.0	100.0	XXX	XXX	XXX	100.0	XXX
13.10 Line 13.08 as a % of Line 11.08, Col. 7, Section 11	11.3	40.9	6.6	3.0	0.0	0.0	61.9	XXX	XXX	XXX	61.9	XXX
14. Total Privately Placed Bonds												
14.01 Issuer Obligations	17,067,515	1,154,245	250,000	0	0	XXX	18,471,760	33.6	11,701,359	25.2	XXX	18,471,760
14.02 Residential Mortgage-Backed Securities	0	0	0	0	0	XXX	0	0.0	0	0.0	XXX	0
14.03 Commercial Mortgage-Backed Securities	0	0	0	0	0	XXX	0	0.0	0	0.0	XXX	0
14.04 Other Loan-Backed and Structured Securities	0	0	2,500,000	0	0	XXX	2,500,000	4.5	2,000,000	4.3	XXX	2,500,000
14.05 SVO Identified Funds	XXX	XXX	XXX	XXX	XXX	0	0	0.0	0	0.0	XXX	0
14.06 Affiliated Bank Loans	0	0	0	0	0	XXX	0	0.0	0	0.0	XXX	0
14.07 Unaffiliated Bank Loans	0	0	0	0	0	XXX	0	0.0	0	0.0	XXX	0
14.08 Totals	17,067,515	1,154,245	2,750,000	0	0	0	20,971,760	38.1	13,701,359	29.5	XXX	20,971,760
14.09 Line 14.08 as a % of Col. 7	81.4	5.5	13.1	0.0	0.0	0.0	100.0	XXX	XXX	XXX	XXX	100.0
14.10 Line 14.08 as a % of Line 11.08, Col. 7, Section 11	31.0	2.1	5.0	0.0	0.0	0.0	38.1	XXX	XXX	XXX	XXX	38.1

Schedule DA - Verification - Short-Term Investments

NONE

Schedule DB - Part A - Verification - Options, Caps, Floors, Collars, Swaps and Forwards

NONE

Schedule DB - Part B - Verification - Futures Contracts

NONE

Schedule DB - Part C - Section 1 - Replication (Synthetic Asset) Transactions (RSATs) Open

NONE

Schedule DB-Part C-Section 2-Reconciliation of Replication (Synthetic Asset) Transactions Open

NONE

Schedule DB - Verification - Book/Adjusted Carrying Value, Fair Value and Potential Exposure of Derivatives

NONE

SCHEDULE E - PART 2 - VERIFICATION BETWEEN YEARS

(Cash Equivalents)

	1 Total	2 Bonds	3 Money Market Mutual funds	4 Other (a)
1. Book/adjusted carrying value, December 31 of prior year	11,314,973	11,314,831	142	0
2. Cost of cash equivalents acquired	368,204,467	367,793,809	410,658	0
3. Accrual of discount	96,625	96,625	0	0
4. Unrealized valuation increase (decrease)	0	0	0	0
5. Total gain (loss) on disposals	1	1	0	0
6. Deduct consideration received on disposals	362,548,307	362,137,750	410,557	0
7. Deduct amortization of premium	0	0	0	0
8. Total foreign exchange change in book/adjusted carrying value	0	0	0	0
9. Deduct current year's other than temporary impairment recognized	0	0	0	0
10. Book/adjusted carrying value at end of current period (Lines 1+2+3+4+5-6-7+8-9)	17,067,759	17,067,516	243	0
11. Deduct total nonadmitted amounts	0	0	0	0
12. Statement value at end of current period (Line 10 minus Line 11)	17,067,759	17,067,516	243	0

(a) Indicate the category of such investments, for example, joint ventures, transportation equipment:

Schedule A - Part 1 - Real Estate Owned

NONE

Schedule A - Part 2 - Real Estate Acquired and Additions Made

NONE

Schedule A - Part 3 - Real Estate Disposed

NONE

Schedule B - Part 1 - Mortgage Loans Owned

NONE

Schedule B - Part 2 - Mortgage Loans Acquired and Additions Made

NONE

Schedule B - Part 3 - Mortgage Loans Disposed, Transferred or Repaid

NONE

Schedule BA - Part 1 - Other Long-Term Invested Assets Owned

NONE

Schedule BA - Part 2 - Other Long-Term Invested Assets Acquired and Additions Made

NONE

Schedule BA - Part 3 - Other Long-Term Invested Assets Disposed, Transferred or Repaid

NONE

SCHEDULE D - PART 1

Showing All Long-Term BONDS Owned December 31 of Current Year

1	2	Codes			6	7	Fair Value		10	11	Change in Book/Adjusted Carrying Value				Interest					Dates	
		3	4	5			8	9			12	13	14	15	16	17	18	19	20	21	22
CUSIP Identification	Description	Code	Foreign	Bond Char	NAIC Designation, NAIC Designation Modifier and SVO Administrative Symbol	Actual Cost	Rate Used to Obtain Fair Value	Fair Value	Par Value	Book/ Adjusted Carrying Value	Unrealized Valuation Increase/ (Decrease)	Current Year's (Amortization) Accretion	Current Year's Other-Than-Temporary Impairment Recognized	Total Foreign Exchange Change in Book/ Adjusted Carrying Value	Rate of	Effective Rate of	When Paid	Admitted Amount Due and Accrued	Amount Received During Year	Acquired	Stated Contractual Maturity Date
912828-VS-6	US TREASURY NOTE/BOND	SD			1.A	446,484	106.1480	477,668	450,000	448,965	0	374	0	0	2.500	2.591	FA	4,249	11,250	11/04/2013	08/15/2023
91282C-AB-7	US TREASURY NOTE/BOND	SD			1.A	2,491,602	99.6650	2,492,383	2,500,000	2,491,607	0	(163)	12,918	0	0.250	0.212	JJ	2,615	0	07/31/2020	07/31/2025
91282C-AB-7	US TREASURY NOTE/BOND				1.A	498,320	99.6950	498,477	500,000	498,321	0	(33)	2,584	0	0.250	0.212	JJ	523	0	07/31/2020	07/31/2025
0199999. Subtotal - Bonds - U.S. Governments - Issuer Obligations						3,436,406	XXX	3,468,528	3,450,000	3,438,893	0	178	15,502	0	XXX	XXX	XXX	7,387	11,250	XXX	XXX
0599999. Total - U.S. Government Bonds						3,436,406	XXX	3,468,528	3,450,000	3,438,893	0	178	15,502	0	XXX	XXX	XXX	7,387	11,250	XXX	XXX
1099999. Total - All Other Government Bonds						0	XXX	0	0	0	0	0	0	0	XXX	XXX	XXX	0	0	XXX	XXX
659155-NR-2	NORTH EAST INDEPENDENT SCHOOL TXBL-REF				1.A FE	588,855	117.7120	588,560	500,000	585,309	0	(3,546)	0	0	5.000	0.750	FA	4,306	0	10/07/2020	02/01/2025
1199999. Subtotal - Bonds - U.S. States, Territories and Possessions - Issuer Obligations						588,855	XXX	588,560	500,000	585,309	0	(3,546)	0	0	XXX	XXX	XXX	4,306	0	XXX	XXX
1799999. Total - U.S. States, Territories and Possessions Bonds						588,855	XXX	588,560	500,000	585,309	0	(3,546)	0	0	XXX	XXX	XXX	4,306	0	XXX	XXX
37310P-AE-1	GEORGETOWN UNIVERSITY SR UNSECURED			1	1.G FE	500,000	100.9140	504,569	500,000	500,000	0	0	0	0	2.247	2.247	AO	2,809	5,679	02/19/2020	04/01/2030
64966Q-HP-8	NEW YORK NY PREREFUNDED SUBSER D-1			2	1.A	3,500,000	103.5810	3,625,335	3,500,000	3,499,850	0	(150)	0	0	5.000	4.998	AO	43,750	152,625	09/18/2020	10/01/2022
743600-SY-5	PROSPER TX INDEP SCH DIST REF			2	1.A FE	3,348,420	114.7710	3,443,130	3,000,000	3,127,366	0	(37,959)	0	0	5.000	3.550	FA	56,667	150,000	07/10/2014	02/15/2038
1899999. Subtotal - Bonds - U.S. Political Subdivisions - Issuer Obligations						7,348,420	XXX	7,573,034	7,000,000	7,127,216	0	(38,109)	0	0	XXX	XXX	XXX	103,226	309,304	XXX	XXX
2499999. Total - U.S. Political Subdivisions Bonds						7,348,420	XXX	7,573,034	7,000,000	7,127,216	0	(38,109)	0	0	XXX	XXX	XXX	103,226	309,304	XXX	XXX
23542J-BZ-7	DALLAS TEXAS NTRWKS & SWR REVENUE BONDS PREREFUNDED				1.A	620,370	103.5570	590,275	570,000	577,855	0	(10,230)	0	0	5.000	3.120	AO	7,125	28,500	08/16/2016	10/01/2025
23542J-CY-5	DALLAS TEXAS NTRWKS & SWR REVENUE BONDS UNREFUNDED			2	1.B FE	467,999	103.5700	445,351	430,000	435,926	0	(7,717)	0	0	5.000	3.120	AO	5,375	21,500	08/16/2016	10/01/2025
546475-SZ-8	LOUISIANA STATE GAS & FUELS TA UNREFUNDED-REF-SER A-1			2	1.D FE	421,948	106.1930	408,843	385,000	396,146	0	(8,106)	0	0	5.000	2.770	MN	3,208	19,250	09/19/2017	05/01/2026
696560-KY-6	PALM BEACH CNTY FL SOL WST AUT REVENUE BONDS UNREFUNDED			2	1.C FE	515,284	103.5270	507,282	490,000	494,022	0	(5,224)	0	0	5.000	3.871	AO	6,125	24,500	09/02/2016	10/01/2025
73208P-BH-3	POMONA CALIFORNIA PENSN OBLIG SER BJ TXBL REV				1.E FE	650,000	106.0330	689,214	650,000	650,000	0	0	0	0	2.674	2.674	FA	6,325	0	08/14/2020	08/01/2027
2599999. Subtotal - Bonds - U.S. Special Revenues - Issuer Obligations						2,675,601	XXX	2,640,965	2,525,000	2,553,949	0	(31,277)	0	0	XXX	XXX	XXX	28,158	93,750	XXX	XXX
31405S-E6-7	FED NATL MTGE ASSN POOL NO 797657			4	1.A	8,768	114.3600	10,384	9,080	8,883	0	68	0	0	5.000	5.343	MON	38	454	02/08/2007	09/01/2035
31410G-QW-4	FED NATL MTGE ASSN POOL NO 894269			4	1.A	11,329	102.1310	11,614	11,372	11,342	0	12	0	0	2.082	2.107	MON	20	367	10/19/2006	10/01/2036
2699999. Subtotal - Bonds - U.S. Special Revenues - Residential Mortgage-Backed Securities						20,097	XXX	21,998	20,452	20,225	0	80	0	0	XXX	XXX	XXX	58	821	XXX	XXX
3199999. Total - U.S. Special Revenues Bonds						2,695,698	XXX	2,662,963	2,545,452	2,574,174	0	(31,197)	0	0	XXX	XXX	XXX	28,216	94,571	XXX	XXX
00164V-AC-7	AMC NETWORKS INC SR UNSECURED				3.C FE	50,631	100.0130	53,007	53,000	51,398	0	578	817	0	4.750	5.651	JD	112	2,518	06/24/2014	12/15/2022
00164V-AD-5	AMC NETWORKS INC SR UNSECURED			1	3.C FE	249,375	101.9750	254,937	250,000	249,700	0	78	0	0	5.000	5.038	AO	3,125	12,500	05/06/2016	04/01/2024
025816-CG-2	AMERICAN EXPRESS SR UNSECURED			2	1.G FE	1,006,910	106.8650	1,068,647	1,000,000	1,005,136	0	(1,393)	0	0	2.500	2.346	JJ	10,486	25,000	09/18/2019	07/30/2024
030981-AH-7	AMERIGAS PARTNERS LP SR UNSECURED			1	3.C FE	500,625	109.2980	546,492	500,000	500,252	0	(75)	0	0	5.625	5.606	MN	3,203	28,125	06/21/2016	05/20/2024
120568-BB-5	BUNGE LTD FINANCE CORP SR UNSECURED			1	2.C FE	999,950	102.8260	1,028,259	1,000,000	999,947	0	(3)	0	0	1.630	1.631	FA	6,067	0	08/10/2020	08/17/2025
14040H-BT-1	CAP ONE FINANCIAL CORP SR UNSECURED			2	2.A FE	946,230	109.8910	1,098,910	1,000,000	964,031	0	8,449	0	0	3.300	4.328	AO	5,592	33,000	10/31/2018	10/30/2024
14448C-AN-4	CARRIER GLOBAL CORP SR UNSECURED			1	2.C FE	750,000	105.7890	793,421	750,000	750,000	0	0	0	0	2.242	2.242	FA	6,352	0	12/08/2020	02/15/2025
14912L-6G-1	CATERPILLAR FIN SERV CORP SR UNSECURED			1	1.F FE	968,327	110.5110	1,022,222	925,000	958,110	0	(7,994)	0	0	3.250	2.289	JD	2,505	30,063	09/17/2019	12/01/2024
156700-AM-8	CENTURYTEL INC SR UNSECURED			1	4.B FE	432,650	122.2500	611,250	500,000	434,701	0	1,302	0	0	7.600	9.060	MS	11,189	38,000	05/14/2019	09/15/2039
164110-AB-7	CHENIERE ENERGY PARTNERS SR UNSECURED			1	3.B FE	307,125	102.7800	308,340	300,000	303,675	0	(1,986)	0	0	5.250	4.510	AO	3,938	15,750	03/27/2019	10/01/2025
17275R-BD-3	CISCO SYSTEMS INC SR UNSECURED			1	1.E FE	981,960	100.2800	1,002,799	1,000,000	998,919	0	6,450	0	0	2.200	2.864	FA	7,517	22,000	05/01/2018	02/28/2021
228189-AB-2	CROWN AMER/CAP CORP IV SR UNSECURED			1	3.C FE	485,000	105.3040	526,518	500,000	497,393	0	1,186	0	0	4.500	4.770	JJ	10,375	22,500	12/06/2018	01/15/2023
25470X-AW-5	DISH DBS CORP SR UNSECURED			1	4.C FE	240,915	104.8010	262,003	250,000	242,201	0	895	24,631	0	5.875	4.373	MN	1,877	14,688	02/12/2020	11/15/2024
26885B-AH-3	EQT MIDSTREAM PARTNERS L SR UNSECURED			1	3.C FE	250,000	112.5170	281,294	250,000	250,000	0	0	0	0	6.500	6.500	JJ	8,712	0	06/16/2020	07/01/2027
29078E-AA-3	EMBARQ CORP SR UNSECURED			1	3.B FE	230,000	123.2880	308,221	250,000	230,859	0	563	0	0	7.995	8.917	JD	1,666	19,988	05/21/2019	06/01/2036
337738-AS-7	FISERV INC SR UNSECURED			1	2.B FE	998,320	107.3960	1,073,956	1,000,000	998,807	0	320	0	0	2.750	2.786	JJ	13,750	28,035	06/10/2019	07/01/2024
345397-A6-0	FORD MOTOR CREDIT CO LLC SR UNSECURED			1	3.A FE	250,000	108.6530	271,631	250,000	250,000	0	0	0	0	5.125	5.125	JD	534	8,299	06/16/2020	06/16/2025
373334-KL-4	GEORGIA PR SR UNSECURED SERIES B			1	1.G FE	998,770	109.7990	1,097,987	1,000,000	998,894	0	111	0	0	2.650	2.664	MS	7,803	26,868	09/04/2019	09/15/2026
404119-CA-5	HCA INC SR UNSECURED			1	3.B FE	488,750	105.7410	528,703	500,000	489,332	0	582	0	0	3.500	3.765	MS	5,833	8,993	05/07/2020	09/01/2030
40434L-AA-3	HP INC SR UNSECURED			1	2.B FE	527,000	105.8780	529,390	500,000	525,148	0	(1,852)	0	0	2.200	1.022	JD	428	5,500	08/27/2020	06/17/2025

SCHEDULE D - PART 1

Showing All Long-Term BONDS Owned December 31 of Current Year

1	2	Codes			6	7	Fair Value		10	11	Change in Book/Adjusted Carrying Value				Interest					Dates	
		3	4	5			8	9			12	13	14	15	16	17	18	19	20	21	22
CUSIP Identification	Description	Code	Foreign	Bond Char	NAIC Designation, NAIC Designation Modifier and SVO Administrative Symbol	Actual Cost	Rate Used to Obtain Fair Value	Fair Value	Par Value	Book/ Adjusted Carrying Value	Unrealized Valuation Increase/ (Decrease)	Current Year's (Amortization) Accretion	Current Year's Other-Than-Temporary Impairment Recognized	Total Foreign Exchange Change in Book/ Adjusted Carrying Value	Rate of	Effective Rate of	When Paid	Admitted Amount Due and Accrued	Amount Received During Year	Acquired	Stated Contractual Maturity Date
431282-AT-9	HIGHWOODS REALTY LP SR UNSECURED			1	2.B FE	995,910	101.4930	1,014,935	1,000,000	996,026	0	116	0	0	2.600	2.645	FA	9,967	0	07/30/2020	02/01/2031
526057-BN-3	LENNAR CORP SR UNSECURED			1	2.C FE	78,600	106.0440	84,835	80,000	79,639	0	177	0	0	4.750	5.002	MN	486	3,800	04/04/2014	11/15/2022
57164P-AG-1	MARRIOTT OWNERSHIP/ILG SECURED			1	3.B FE	505,000	106.6630	533,316	500,000	504,244	0	(756)	0	0	6.125	5.841	MN	3,913	15,483	05/07/2020	09/15/2025
629377-CA-8	NRG ENERGY INC SR UNSECURED			1	3.B FE	682,585	105.5290	682,775	647,000	670,699	0	(6,179)	0	0	7.250	6.030	MN	5,994	46,908	01/04/2019	05/15/2026
67059T-AH-8	NUSTAR LOGISTICS SR UNSECURED			1	3.C FE	250,000	113.1130	282,782	250,000	250,000	0	0	0	0	6.375	6.375	AO	4,737	0	09/09/2020	10/01/2030
69331C-AJ-7	PG&E CORP 1ST LIEN			1	3.C FE	253,750	110.2000	275,500	250,000	253,552	0	(198)	0	0	5.250	5.020	JJ	6,854	0	06/18/2020	07/01/2030
759509-AF-9	RELIANCE STEEL & ALUM SR UNSECURED			1	2.B FE	498,470	101.6180	508,091	500,000	498,589	0	119	0	0	1.300	1.363	FA	2,672	0	07/28/2020	08/15/2025
776743-AH-9	ROPER TECHNOLOGIES INC SR UNSECURED			1	2.B FE	1,497,225	106.4770	1,597,150	1,500,000	1,497,916	0	534	0	0	2.350	2.389	MS	10,379	37,110	08/19/2019	09/15/2024
780153-AU-6	ROYAL CARIBBEAN CRUISE SR UNSECURED			1	4.B FE	265,500	100.6580	251,645	250,000	251,645	(3,682)	(2,691)	0	0	5.250	4.054	MN	1,677	13,125	12/21/2016	11/15/2022
785592-AH-9	SABINE PASS LIQUEFACTION 1ST LIEN			1	2.C FE	53,566	105.2350	52,617	50,000	50,558	0	(556)	0	0	6.250	5.038	MS	920	3,125	11/19/2014	03/15/2022
785592-AH-9	SABINE PASS LIQUEFACTION FIRST LIEN			1	2.C FE	212,500	116.6900	291,726	250,000	229,385	0	4,019	0	0	5.625	7.987	MS	4,688	14,063	02/16/2016	03/01/2025
85207U-AF-2	SPRINT CORP SR UNSECURED			1	3.B FE	1,057,500	115.7180	1,157,177	1,000,000	1,035,491	0	(11,706)	0	0	7.875	6.419	MS	23,188	78,750	01/23/2019	09/15/2023
911365-BE-3	UNITED RENTALS INC SR UNSECUREDRI			1	3.C FE	528,750	105.8330	529,164	500,000	515,566	0	(3,840)	0	0	5.875	4.925	MS	8,649	29,375	05/02/2017	09/15/2026
911365-BH-3	UNITED RENTALS INC SR UNSECURED			1	3.C FE	500,000	105.4290	527,146	500,000	500,000	0	0	0	0	4.000	4.000	JJ	9,222	7,778	02/10/2020	07/15/2030
98421M-AA-4	XEROX HOLDINGS CORP SR UNSECURED			1	3.B FE	650,000	106.2170	690,409	650,000	650,000	0	0	0	0	5.000	5.000	FA	13,090	0	08/04/2020	08/15/2025
606822-BN-3	MITSUBISHI UFJ FIN GRP SR UNSECURED		D		1.G FE	1,000,000	105.4900	1,054,904	1,000,000	1,000,000	0	0	0	0	2.193	2.193	FA	7,676	10,965	02/18/2020	02/25/2025
3299999. Subtotal - Bonds - Industrial and Miscellaneous (Unaffiliated) - Issuer Obligations						20,702,094	XXX	22,202,159	20,705,000	20,681,813	(3,682)	(13,650)	25,448	0	XXX	XXX	XXX	225,176	600,309	XXX	XXX
00140L-AE-4	AIMCO SERIES 20-12A CLASS D			4	2.B Z	250,000	100.0510	250,127	250,000	250,000	0	0	0	0	3.618	3.974	JAJO	0	0	12/01/2020	01/17/2032
04943M-AE-4	ATLAS SENIOR LOAN FUND LTD SERIES 19-15A CLASS B1			4	1.C FE	2,000,000	100.0730	2,001,456	2,000,000	2,000,000	0	0	0	0	2.459	2.857	JAJO	9,561	69,878	10/11/2019	10/23/2032
14043M-AC-5	CAPITAL ONE PRIME AUTO SERIES 20-1 CLASS A3			4	1.A FE	999,787	101.9150	1,019,151	1,000,000	999,862	0	75	0	0	1.600	1.614	MON	711	13,156	02/11/2020	11/15/2024
670898-AJ-4	OCP CLO LTD SERIES 20-8RA CLASS C				2.B Z	250,000	100.0000	250,000	250,000	250,000	0	0	0	0	3.968	4.399	JAJO	0	0	12/17/2020	01/17/2032
3599999. Subtotal - Bonds - Industrial and Miscellaneous (Unaffiliated) - Other Loan-Backed and Structured Securities						3,499,787	XXX	3,520,734	3,500,000	3,499,862	0	75	0	0	XXX	XXX	XXX	10,272	83,034	XXX	XXX
3899999. Total - Industrial and Miscellaneous (Unaffiliated) Bonds						24,201,881	XXX	25,722,893	24,205,000	24,181,675	(3,682)	(13,575)	25,448	0	XXX	XXX	XXX	235,448	683,343	XXX	XXX
4899999. Total - Hybrid Securities						0	XXX	0	0	0	0	0	0	0	XXX	XXX	XXX	0	0	XXX	XXX
5599999. Total - Parent, Subsidiaries and Affiliates Bonds						0	XXX	0	0	0	0	0	0	0	XXX	XXX	XXX	0	0	XXX	XXX
6099999. Subtotal - SVO Identified Funds						0	XXX	0	0	0	0	0	0	0	XXX	XXX	XXX	0	0	XXX	XXX
6599999. Subtotal - Unaffiliated Bank Loans						0	XXX	0	0	0	0	0	0	0	XXX	XXX	XXX	0	0	XXX	XXX
7699999. Total - Issuer Obligations						34,751,376	XXX	36,473,246	34,180,000	34,387,180	(3,682)	(86,404)	40,950	0	XXX	XXX	XXX	368,253	1,014,613	XXX	XXX
7799999. Total - Residential Mortgage-Backed Securities						20,097	XXX	21,998	20,452	20,225	0	80	0	0	XXX	XXX	XXX	58	821	XXX	XXX
7899999. Total - Commercial Mortgage-Backed Securities						0	XXX	0	0	0	0	0	0	0	XXX	XXX	XXX	0	0	XXX	XXX
7999999. Total - Other Loan-Backed and Structured Securities						3,499,787	XXX	3,520,734	3,500,000	3,499,862	0	75	0	0	XXX	XXX	XXX	10,272	83,034	XXX	XXX
8099999. Total - SVO Identified Funds						0	XXX	0	0	0	0	0	0	0	XXX	XXX	XXX	0	0	XXX	XXX
8199999. Total - Affiliated Bank Loans						0	XXX	0	0	0	0	0	0	0	XXX	XXX	XXX	0	0	XXX	XXX
8299999. Total - Unaffiliated Bank Loans						0	XXX	0	0	0	0	0	0	0	XXX	XXX	XXX	0	0	XXX	XXX
8399999 - Total Bonds						38,271,260	XXX	40,015,978	37,700,452	37,907,267	(3,682)	(86,249)	40,950	0	XXX	XXX	XXX	378,583	1,098,468	XXX	XXX

Book/Adjusted Carrying Value by NAIC Designation Category Footnote:

1A ...$ 12,249,360 1B ...$ 435,926 1C ...$ 2,494,022 1D ...$ 396,146 1E ...$ 1,648,919 1F ...$ 958,110 1G ...$ 3,504,030

2A ...$ 964,031 2B ...$ 5,016,486 2C ...$ 2,109,529

3A ...$ 250,000 3B ...$ 3,884,300 3C ...$ 3,067,861

4A ...$ 0 4B ...$ 686,346 4C ...$ 242,201

5A ...$ 0 5B ...$ 0 5C ...$ 0

6 ...$ 0

Schedule D - Part 2 - Section 1 - Preferred Stocks Owned

NONE

Schedule D - Part 2 - Section 2 - Common Stocks Owned

NONE

SCHEDULE D - PART 3

Showing All Long-Term Bonds and Stocks ACQUIRED During Current Year

1 CUSIP Identification	2 Description	3 Foreign	4 Date Acquired	5 Name of Vendor	6 Number of Shares of Stock	7 Actual Cost	8 Par Value	9 Paid for Accrued Interest and Dividends
91282C-AB-7	US TREASURY NOTE/BOND 0.250% 07/31/25		07/31/2020	Stratega Securities, LLC		3,005,625	3,000,000	61
0599999. Subtotal - Bonds - U.S. Governments						3,005,625	3,000,000	61
659155-NR-2	NORTH EAST INDEPENDENT SCHOOL TXBL-REF 5.000% 02/01/25		10/07/2020	Royal Bank and Trust		588,855	500,000	0
1799999. Subtotal - Bonds - U.S. States, Territories and Possessions						588,855	500,000	0
37310P-AE-1	GEORGETOWN UNIVERSITY SR UNSECURED 2.247% 04/01/30		02/19/2020	BARCLAY INVESTMENTS		500,000	500,000	0
649660-HP-8	NEW YORK NY PREREFUNDED SUBSER D-1 5.000% 10/01/22		09/18/2020	Tax Free Exchange		3,500,000	3,500,000	75,753
2499999. Subtotal - Bonds - U.S. Political Subdivisions of States, Territories and Possessions						4,000,000	4,000,000	75,753
73208P-BH-3	POMONA CALIFORNIA PENSN OBLIG SER BJ TXBL REV 2.674% 08/01/27		08/14/2020	DAIN RAUSCHER INC-69211		650,000	650,000	0
3199999. Subtotal - Bonds - U.S. Special Revenues						650,000	650,000	0
00140L-AE-4	AIMCO SERIES 20-12A CLASS D 3.618% 01/17/32		12/01/2020	BANC AMERICA		250,000	250,000	0
120568-BB-5	BUNGE LTD FINANCE CORP SR UNSECURED 1.630% 08/17/25		08/10/2020	CHASE SECURITIES		999,950	1,000,000	0
14043M-AC-5	CAPITAL ONE PRIME AUTO SERIES 20-1 CLASS A3 1.600% 11/15/24		02/11/2020	Royal Bank and Trust		999,787	1,000,000	0
14448C-AN-4	CARRIER GLOBAL CORP SR UNSECURED 2.242% 02/15/25		12/08/2020	Tax Free Exchange		750,000	750,000	5,280
25470X-AW-5	DISH DBS CORP SR UNSECURED 5.875% 11/15/24		02/12/2020	DEUTSCHE BANK		265,938	250,000	9,631
26885B-AH-3	EQT MIDSTREAM PARTNERS L SR UNSECURED 6.500% 07/01/27		06/16/2020	CHASE SECURITIES		250,000	250,000	0
345397-A6-0	FORD MOTOR CREDIT CO LLC SR UNSECURED 5.125% 06/16/25		06/16/2020	MORGAN STANLEY		250,000	250,000	0
404119-CA-5	HCA INC SR UNSECURED 3.500% 09/01/30		05/07/2020	Royal Bank and Trust		488,750	500,000	3,646
40434L-AA-3	HP INC SR UNSECURED 2.200% 06/17/25		08/27/2020	SUNTRUST CAP MARKETS		527,000	500,000	2,261
431282-AT-9	HIGHWOODS REALTY LP SR UNSECURED 2.600% 02/01/31		07/30/2020	WACHOVIA		995,910	1,000,000	0
57164P-AG-1	MARRIOTT OWNERSHIP/ILG SECURED 6.125% 09/15/25		05/07/2020	CANTOR FITZGERALD		505,000	500,000	0
67059T-AH-8	NUSTAR LOGISTICS SR UNSECURED 6.375% 10/01/30		09/09/2020	Citigroup Global Markets Inc		250,000	250,000	0
67088B-AJ-4	OCP CLO LTD SERIES 20-8RA CLASS C 3.968% 01/17/32		12/17/2020	Citigroup Global Markets Inc		250,000	250,000	0
69331C-AJ-7	PGBE CORP 1ST LIEN 5.250% 07/01/30		06/18/2020	CHASE SECURITIES		253,750	250,000	0
758509-AF-9	RELIANCE STEEL & ALUM SR UNSECURED 1.300% 08/15/25		07/28/2020	CHASE SECURITIES		498,470	500,000	0
911365-BH-3	UNITED RENTALS INC SR UNSECURED 4.000% 07/15/30		02/10/2020	WACHOVIA		500,000	500,000	0
984219-AA-4	XEROX HOLDINGS CORP SR UNSECURED 5.000% 08/15/25		08/04/2020	Citigroup Global Markets Inc		650,000	650,000	0
606822-BH-3	MITSUBISHI UFJ FIN GRP SR UNSECURED 2.193% 02/25/25	D	02/18/2020	MORGAN STANLEY		1,000,000	1,000,000	0
3899999. Subtotal - Bonds - Industrial and Miscellaneous (Unaffiliated)						9,684,555	9,650,000	14,818
8399997. Total - Bonds - Part 3						17,929,035	17,800,000	90,632
8399998. Total - Bonds - Part 5						2,918,750	2,895,000	21,154
8399999. Total - Bonds						20,847,785	20,695,000	111,786
8999997. Total - Preferred Stocks - Part 3						0	XXX	0
8999998. Total - Preferred Stocks - Part 5						0	XXX	0
8999999. Total - Preferred Stocks						0	XXX	0
9799997. Total - Common Stocks - Part 3						0	XXX	0
9799998. Total - Common Stocks - Part 5						0	XXX	0
9799999. Total - Common Stocks						0	XXX	0
9899999. Total - Preferred and Common Stocks						0	XXX	0
9999999 - Totals						20,847,785	XXX	111,786

SCHEDULE D - PART 4

Showing All Long-Term Bonds and Stocks SOLD, REDEEMED or Otherwise DISPOSED OF During Current Year

1	2	3	4	5	6	7	8	9	10	Change In Book/Adjusted Carrying Value					16	17	18	19	20	21
										11	12	13	14	15						
CUSIP Identification	Description	Foreign	Disposal Date	Name of Purchaser	Number of Shares of Stock	Consideration	Par Value	Actual Cost	Prior Year Book/Adjusted Carrying Value	Unrealized Valuation Increase/Decrease	Current Year's (Amortization)/Accretion	Current Year's Other-Than-Temporary Impairment Recognized	Total Change in Book/Adjusted Carrying Value (11+12-13)	Total Foreign Exchange Change in Book/Adjusted Carrying Value	Book/Adjusted Carrying Value at Disposal Date	Foreign Exchange Gain (Loss) on Disposal	Realized Gain (Loss) on Disposal	Total Gain (Loss) on Disposal	Bond Interest/Stock Dividends Received During Year	Stated Contractual Maturity Date
912828-3L-2	US TREASURY NOTE/BOND 1.875% 12/15/20		12/15/2020	Maturity		1,000,000	1,000,000	994,987	998,331	0	1,669	0	1,669	0	1,000,000	0	0	0	18,750	12/15/2020
912828-5B-2	US TREASURY NOTE/BOND 2.750% 09/30/20		09/30/2020	Maturity		1,500,000	1,500,000	1,496,668	1,498,671	0	1,329	0	1,329	0	1,500,000	0	0	0	41,250	09/30/2020
912828-K5-8	US TREASURY NOTE/BOND 1.375% 04/30/20		04/30/2020	Maturity		400,000	400,000	398,563	399,897	0	103	0	103	0	400,000	0	0	0	2,750	04/30/2020
0599999. Subtotal - Bonds - U.S. Governments						2,900,000	2,900,000	2,890,218	2,896,899	0	3,101	0	3,101	0	2,900,000	0	0	0	62,750	XXX
64966J-RJ-2	NEW YORK NY SUBSER D-1 5.000% 10/01/22		03/03/2020	Tax Free Exchange		3,500,000	3,500,000	4,083,030	3,670,917	0	(170,917)	0	(170,917)	0	3,500,000	0	0	0	73,889	10/01/2022
2499999. Subtotal - Bonds - U.S. Political Subdivisions of States, Territories and Possessions						3,500,000	3,500,000	4,083,030	3,670,917	0	(170,917)	0	(170,917)	0	3,500,000	0	0	0	73,889	XXX
31405S-E6-7	FED NATL MTGE ASSN POOL NO 797657 5.000% 09/01/35		12/01/2020	Paydown		3,289	3,289	3,176	3,193	0	96	0	96	0	3,289	0	0	0	77	09/01/2035
314100-QH-4	FED NATL MTGE ASSN POOL NO 894269 2.082% 10/01/36		12/01/2020	Paydown		4,179	4,179	4,164	4,164	0	15	0	15	0	4,179	0	0	0	73	10/01/2036
3199999. Subtotal - Bonds - U.S. Special Revenues						7,468	7,468	7,340	7,357	0	111	0	111	0	7,468	0	0	0	150	XXX
00164V-AC-7	AMC NETWORKS INC SR UNSECURED 4.750% 12/15/22		03/04/2020	Call 100.7920		27,214	27,000	25,380	26,255	0	39	0	39	0	26,294	0	706	706	495	12/15/2022
00287Y-AT-6	ABBVIE INC SR UNSECURED 2.500% 05/14/20		05/14/2020	Maturity		500,000	500,000	500,110	499,994	0	6	0	6	0	500,000	0	0	0	6,250	05/14/2020
013817-AU-5	ALCOA INC SR UNSECURED 6.150% 08/15/20		04/06/2020	Call 102.0150		122,418	120,000	133,200	121,456	0	(622)	0	(622)	0	120,834	0	(834)	(834)	7,153	08/15/2020
013817-AV-3	ALCOA INC SR UNSECURED 5.400% 04/15/21		05/07/2020	Corporate Actions		186,200	190,000	192,613	190,633	0	(201)	0	(201)	0	190,432	0	(4,232)	(4,232)	5,757	04/15/2021
013817-AV-3	ALCOA INC SR UNSECURED 5.400% 04/15/21		04/06/2020	Call 105.0351		63,021	60,000	60,825	60,200	0	(46)	0	(46)	0	60,154	0	(154)	(154)	4,560	04/15/2021
02406P-AR-1	AMERICAN AXLE & MFG SR UNSECURED 6.250% 04/01/25		04/07/2020	Credit Suisse Securities USA L		245,375	325,000	267,722	326,453	0	115	58,666	(58,551)	0	267,904	0	(22,529)	(22,529)	10,608	04/01/2025
03674X-AC-0	ANTERO RESSOURCES CORP SR UNSECURED 5.125% 12/01/22		03/09/2020	DEUTSCHE BANK		41,562	125,000	113,125	111,867	7,569	336	0	7,905	0	119,767	0	(78,205)	(78,205)	1,776	12/01/2022
29278N-AK-9	ENERGY TRANSFER PARTNERS SR UNSECURED 7.500% 10/15/20		01/30/2020	Call 103.8000		259,500	250,000	265,000	257,693	0	(778)	0	(778)	0	256,915	0	(6,915)	(6,915)	14,969	10/15/2020
29736R-AN-0	ESTEE LAUDER CO INC SR UNSECURED 2.000% 12/01/24		02/26/2020	Credit Suisse Securities USA L		1,017,310	1,000,000	994,210	994,322	0	169	0	169	0	994,492	0	22,818	22,818	5,389	12/01/2024
35671D-AU-9	FREEPORT-MCMORAN C & G SR UNSECURED 3.550% 03/01/22		07/28/2020	Corporate Actions		984,959	990,000	978,863	981,269	0	922	0	922	0	982,192	0	2,767	2,767	19,810	03/01/2022
513075-BL-4	LAMAR MEDIA CORP SR UNSECURED 5.750% 02/01/26		05/01/2020	Citigroup Global Markets Inc		511,250	500,000	509,513	508,330	0	(659)	0	(659)	0	507,672	0	3,578	3,578	21,882	02/01/2026
527298-BF-9	LEVEL 3 FINANCING INC SR UNSECURED 5.125% 05/01/23		02/19/2020	MarketAxess		100,586	100,000	94,538	97,211	0	112	0	112	0	97,323	0	3,265	3,265	2,420	05/01/2023
532716-AU-1	LIMITED BRANDS INC SR NOTES 5.625% 02/15/22		10/16/2020	Corporate Actions		80,798	81,000	87,480	82,814	0	(660)	0	(660)	0	82,155	0	(1,357)	(1,357)	5,328	02/15/2022
61747Y-CM-5	MORGAN STANLEY SR UNSECURED 5.500% 01/26/20		01/26/2020	Maturity		500,000	500,000	562,480	500,671	0	(671)	0	(671)	0	500,000	0	0	0	13,750	01/26/2020
740189-AL-9	PRECISION CASTPARTS CORP SR UNSECURED 2.250% 06/15/20		05/15/2020	Call 100.0000		2,000,000	2,000,000	1,999,800	1,999,961	0	1	0	1	0	1,999,961	0	39	39	18,750	06/15/2020
852061-AR-1	SPRINT NEXTEL CORP SR UNSECURED 7.000% 08/15/20		08/15/2020	Maturity		250,000	250,000	256,250	251,102	0	(1,102)	0	(1,102)	0	250,000	0	0	0	17,500	08/15/2020
88033G-CY-4	TENET HEALTHCARE CORP 1ST LIEN 4.875% 01/01/26		08/13/2020	Citigroup Global Markets Inc		508,750	500,000	510,000	509,397	0	(1,331)	0	(1,331)	0	508,066	0	684	684	23,766	01/01/2026
92840V-AB-8	VISTRA OPERATIONS CO LLC SR UNSECURED 5.625% 02/15/27		10/20/2020	Citigroup Global Markets Inc		1,062,500	1,000,000	1,000,000	1,000,000	0	0	0	0	0	1,000,000	0	62,500	62,500	66,719	02/15/2027
3899999. Subtotal - Bonds - Industrial and Miscellaneous (Unaffiliated)						8,461,445	8,518,000	8,551,109	8,519,628	7,569	(4,370)	58,666	(55,467)	0	8,464,161	0	(17,869)	(17,869)	246,882	XXX
8399997. Total - Bonds - Part 4						14,868,913	14,925,468	15,531,697	15,094,801	7,569	(172,075)	58,666	(223,172)	0	14,871,629	0	(17,869)	(17,869)	383,671	XXX
8399998. Total - Bonds - Part 5						2,870,915	2,895,000	2,918,750	0	0	(361)	0	(361)	0	2,918,389	0	(47,474)	(47,474)	65,637	XXX
8399999. Total - Bonds						17,739,828	17,820,468	18,450,447	15,094,801	7,569	(172,436)	58,666	(223,533)	0	17,790,018	0	(65,343)	(65,343)	449,308	XXX
8999997. Total - Preferred Stocks - Part 4						0	XXX	0	0	0	0	0	0	0	0	0	0	0	0	XXX
8999998. Total - Preferred Stocks - Part 5						0	XXX	0	0	0	0	0	0	0	0	0	0	0	0	XXX
8999999. Total - Preferred Stocks						0	XXX	0	0	0	0	0	0	0	0	0	0	0	0	XXX
9799997. Total - Common Stocks - Part 4						0	XXX	0	0	0	0	0	0	0	0	0	0	0	0	XXX
9799998. Total - Common Stocks - Part 5						0	XXX	0	0	0	0	0	0	0	0	0	0	0	0	XXX
9799999. Total - Common Stocks						0	XXX	0	0	0	0	0	0	0	0	0	0	0	0	XXX

SCHEDULE D - PART 4

Showing All Long-Term Bonds and Stocks SOLD, REDEEMED or Otherwise DISPOSED OF During Current Year

1	2	3	4	5	6	7	8	9	10	Change In Book/Adjusted Carrying Value					16	17	18	19	20	21
										11	12	13	14	15						
CUSIP Identi-fication	Description	For-eign	Disposal Date	Name of Purchaser	Number of Shares of Stock	Con-sideration	Par Value	Actual Cost	Prior Year Book/ Adjusted Carrying Value	Unrealized Valuation Increase/ Decrease	Current Year's (Amor-tization)/ Accretion	Current Year's Other-Than-Temporary Impairment Recognized	Total Change in Book/ Adjusted Carrying Value (11+12-13)	Total Foreign Exchange Change in Book/ Adjusted Carrying Value	Book/ Adjusted Carrying Value at Disposal Date	Foreign Exchange Gain (Loss) on Disposal	Realized Gain (Loss) on Disposal	Total Gain (Loss) on Disposal	Bond Interest/ Stock Dividends Received During Year	Stated Con-tractual Maturity Date
9899999. Total - Preferred and Common Stocks						0	XXX	0	0	0	0	0	0	0	0	0	0	0	0	XXX
9999999 - Totals						17,739,828	XXX	18,450,447	15,094,801	7,569	(172,436)	58,666	(223,533)	0	17,790,018	0	(65,343)	(65,343)	449,308	XXX

SCHEDULE D - PART 5

Showing All Long-Term Bonds and Stocks ACQUIRED During Year and Fully DISPOSED OF During Current Year

1	2	3	4	5	6	7	8	9	10	11	Change in Book/Adjusted Carrying Value					17	18	19	20	21
											12	13	14	15	16					
CUSIP Identi-fication	Description	For-eign	Date Acquired	Name of Vendor	Disposal Date	Name of Purchaser	Par Value (Bonds) or Number of Shares (Stock)	Actual Cost	Consid-eration	Book/ Adjusted Carrying Value at Disposal	Unrealized Valuation Increase/ (Decrease)	Current Year's (Amort-ization)/ Accretion	Current Year's Other-Than-Temporary Impairment Recognized	Total Change in Book/ Adjusted Carrying Valu (12 + 13 - 14)	Total Foreign Exchange Change in Book/ Adjusted Carrying Value	Foreign Exchange Gain (Loss) on Disposal	Realized Gain (Loss) on Disposal	Total Gain (Loss) on Disposal	Interest and Dividends Received During Year	Paid for Accrued Interest and Dividends
37310P-AE-1	GEORGETOWN UNIVERSITY SR UNSECURED 2.247% 04/01/30		02/19/2020	BARCLAY INVESTMENTS	02/20/2020	BARCLAY INVESTMENTS	500,000	500,000	501,540	500,000	0	0	0	0	0	0	1,540	1,540	0	0
649660-HW-3	NEW YORK NY UNREFUNDED SUBSER D-1 5.000% 10/01/22		03/03/2020	Tax Free Exchange	09/18/2020	Tax Free Exchange	895,000	895,000	895,000	895,000	0	0	0	0	0	0	0	0	43,134	18,894
2499999. Subtotal - Bonds - U.S. Political Subdivisions of States, Territories and Possessions							1,395,000	1,395,000	1,396,540	1,395,000	0	0	0	0	0	0	1,540	1,540	43,134	18,894
058498-AW-6	BALL CORP SR UNSECURED 2.875% 08/15/30		08/10/2020	GOLDMAN SACHS & CO	12/14/2020	BNP PARIBAS	500,000	500,000	499,375	500,000	0	0	0	0	0	0	(625)	(625)	4,911	0
14448C-AF-1	CARRIER GLOBAL CORP SR UNSECURED 2.242% 02/15/25		02/13/2020	CHASE SECURITIES	12/08/2020	Tax Free Exchange	750,000	750,000	750,000	750,000	0	0	0	0	0	0	0	0	13,125	0
25470X-AY-1	DISH DBS CORP SR UNSECURED 7.750% 07/01/26		02/11/2020	CHASE SECURITIES	03/20/2020	MORGAN STANLEY	250,000	273,750	225,000	273,389	0	(361)	0	(361)	0	0	(48,389)	(48,389)	4,467	2,260
3899999. Subtotal - Bonds - Industrial and Miscellaneous (Unaffiliated)							1,500,000	1,523,750	1,474,375	1,523,389	0	(361)	0	(361)	0	0	(49,014)	(49,014)	22,503	2,260
8399998. Total - Bonds							2,895,000	2,918,750	2,870,915	2,918,389	0	(361)	0	(361)	0	0	(47,474)	(47,474)	65,637	21,154
8999998. Total - Preferred Stocks								0	0	0	0	0	0	0	0	0	0	0	0	0
9799998. Total - Common Stocks								0	0	0	0	0	0	0	0	0	0	0	0	0
9899999. Total - Preferred and Common Stocks								0	0	0	0	0	0	0	0	0	0	0	0	0
9999999 - Totals								2,918,750	2,870,915	2,918,389	0	(361)	0	(361)	0	0	(47,474)	(47,474)	65,637	21,154

Schedule D-Part 6-Section 1-Valuation of Shares of Subsidiary, Controlled or Affiliated Companies

NONE

Schedule D - Part 6 - Section 2

NONE

Schedule DA - Part 1 - Short-Term Investments Owned

NONE

Schedule DB - Part A - Section 1 - Options, Caps, Floors, Collars, Swaps and Forwards Open

NONE

Schedule DB - Part A - Section 2 - Options, Caps, Floors, Collars, Swaps and Forwards Terminated

NONE

Schedule DB - Part B - Section 1 - Futures Contracts Open

NONE

Schedule DB - Part B - Section 1B - Brokers with whom cash deposits have been made

NONE

Schedule DB - Part B - Section 2 - Futures Contracts Terminated

NONE

Schedule DB - Part D - Section 1 - Counterparty Exposure for Derivative Instruments Open

NONE

Schedule DB - Part D-Section 2 - Collateral for Derivative Instruments Open - Pledged By

NONE

Schedule DB - Part D-Section 2 - Collateral for Derivative Instruments Open - Pledged To

NONE

Schedule DB - Part E - Derivatives Hedging Variable Annuity Guarantees as of December 31 of Current Year

NONE

Schedule DL - Part 1 - Reinvested Collateral Assets Owned

NONE

Schedule DL - Part 2 - Reinvested Collateral Assets Owned

NONE

SCHEDULE E - PART 1 - CASH

1 Depository	2 Code	3 Rate of Interest	4 Amount of Interest Received During Year	5 Amount of Interest Accrued December 31 of Current Year	6 Balance	7 *
CitiBank, N.A. New Castle, DE		0.000	0	0	17,628,568	XXX
PNC Bank Pittsburgh, PA		0.000	0	0	1,046,171	XXX
0199998 Deposits in ... 1 depositories which do not exceed the allowable limit in any one depository (See instructions) - open depositories	XXX	XXX	0	0	16,929	XXX
0199999. Totals - Open Depositories	XXX	XXX	0	0	18,691,668	XXX
0299998 Deposits in ... 0 depositories which do not exceed the allowable limit in any one depository (See instructions) - suspended depositories	XXX	XXX	0	0	0	XXX
0299999. Totals - Suspended Depositories	XXX	XXX	0	0	0	XXX
0399999. Total Cash on Deposit	XXX	XXX	0	0	18,691,668	XXX
0499999. Cash in Company's Office	XXX	XXX	XXX	XXX	0	XXX
0599999 Total - Cash	XXX	XXX	0	0	18,691,668	XXX

TOTALS OF DEPOSITORY BALANCES ON THE LAST DAY OF EACH MONTH DURING THE CURRENT YEAR

1. January	15,395,019	4. April	20,326,086	7. July	13,701,879	10. October	18,851,588
2. February	22,959,447	5. May	21,211,345	8. August	10,822,320	11. November	13,282,623
3. March	27,303,455	6. June	24,231,963	9. September	12,885,451	12. December	18,691,668

SCHEDULE E - PART 2 - CASH EQUIVALENTS

Show Investments Owned December 31 of Current Year

1 CUSIP	2 Description	3 Code	4 Date Acquired	5 Rate of Interest	6 Maturity Date	7 Book/Adjusted Carrying Value	8 Amount of Interest Due and Accrued	9 Amount Received During Year
0599999. Total - U.S. Government Bonds						0	0	0
1099999. Total - All Other Government Bonds						0	0	0
1799999. Total - U.S. States, Territories and Possessions Bonds						0	0	0
2499999. Total - U.S. Political Subdivisions Bonds						0	0	0
3199999. Total - U.S. Special Revenues Bonds						0	0	0
	AGILENT TECHNOLOGIES INC CP 4(2) 144A		12/17/2020	0.270	01/13/2021	2,707,756	0	305
	BEMIS CO CP 4(2) 144A		12/07/2020	0.210	01/12/2021	2,015,871	0	294
	CHURCH & DWIGHT CO INC CP 4(2) 144A		12/01/2020	0.190	01/15/2021	1,759,870	0	288
	DUKE ENERGY CORPORATION CP 4(2) 144A		12/29/2020	0.150	01/11/2021	1,430,940	0	18
	PPL CAPITAL FUNDING INC CP 4(2) 144A		12/02/2020	0.210	01/12/2021	5,999,614	0	1,050
	SOUTHERN POWER CO CP 4(2) 144A		12/17/2020	0.300	01/19/2021	2,499,627	0	312
	SPIRE INC CP 4(2) 144A		12/30/2020	0.270	02/03/2021	653,838	0	10
3299999. Subtotal - Bonds - Industrial and Miscellaneous (Unaffiliated) - Issuer Obligations						17,067,516	0	2,277
3899999. Total - Industrial and Miscellaneous (Unaffiliated) Bonds						17,067,516	0	2,277
4899999. Total - Hybrid Securities						0	0	0
5599999. Total - Parent, Subsidiaries and Affiliates Bonds						0	0	0
6099999. Subtotal - SVO Identified Funds						0	0	0
6599999. Subtotal - Unaffiliated Bank Loans						0	0	0
7699999. Total - Issuer Obligations						17,067,516	0	2,277
7799999. Total - Residential Mortgage-Backed Securities						0	0	0
7899999. Total - Commercial Mortgage-Backed Securities						0	0	0
7999999. Total - Other Loan-Backed and Structured Securities						0	0	0
8099999. Total - SVO Identified Funds						0	0	0
8199999. Total - Affiliated Bank Loans						0	0	0
8299999. Total - Unaffiliated Bank Loans						0	0	0
8399999. Total Bonds						17,067,516	0	2,277
60934N-50-0	FEDERATED INVESTORS INC TREASURY OBLIGATION FUND		11/02/2020	0.000		243	0	29
8599999. Subtotal - Exempt Money Market Mutual Funds - as Identified by the SVO						243	0	29
8899999 - Total Cash Equivalents						17,067,759	0	2,306

Book/Adjusted Carrying Value by NAIC Designation Category Footnote:

1A ..$ 17,067,516	1B ..$ 0	1C ..$ 0	1D ..$ 0	1E ..$ 0	1F ..$ 0	1G ..$ 0
2A ..$ 0	2B ..$ 0	2C ..$ 0				
3A ..$ 0	3B ..$ 0	3C ..$ 0				
4A ..$ 0	4B ..$ 0	4C ..$ 0				
5A ..$ 0	5B ..$ 0	5C ..$ 0				
6 ..$ 0						

SCHEDULE E - PART 3 - SPECIAL DEPOSITS

States, Etc.	1 Type of Deposit	2 Purpose of Deposit	Deposits For the Benefit of All Policyholders 3 Book/Adjusted Carrying Value	4 Fair Value	All Other Special Deposits 5 Book/Adjusted Carrying Value	6 Fair Value
1. Alabama AL			0	0	0	0
2. Alaska AK			0	0	0	0
3. Arizona AZ			0	0	0	0
4. Arkansas AR			0	0	0	0
5. California CA			0	0	0	0
6. Colorado CO			0	0	0	0
7. Connecticut CT			0	0	0	0
8. Delaware DE			0	0	0	0
9. District of Columbia DC			0	0	0	0
10. Florida FL			0	0	0	0
11. Georgia GA			0	0	0	0
12. Hawaii HI			0	0	0	0
13. Idaho ID			0	0	0	0
14. Illinois IL			0	0	0	0
15. Indiana IN			0	0	0	0
16. Iowa IA			0	0	0	0
17. Kansas KS			0	0	0	0
18. Kentucky KY			0	0	0	0
19. Louisiana LA			0	0	0	0
20. Maine ME			0	0	0	0
21. Maryland MD			0	0	0	0
22. Massachusetts MA			0	0	0	0
23. Michigan MI			0	0	0	0
24. Minnesota MN			0	0	0	0
25. Mississippi MS			0	0	0	0
26. Missouri MO			0	0	0	0
27. Montana MT			0	0	0	0
28. Nebraska NE			0	0	0	0
29. Nevada NV			0	0	0	0
30. New Hampshire NH			0	0	0	0
31. New Jersey NJ			0	0	0	0
32. New Mexico NM			0	0	0	0
33. New York NY			0	0	0	0
34. North Carolina NC			0	0	0	0
35. North Dakota ND			0	0	0	0
36. Ohio OH			0	0	0	0
37. Oklahoma OK			0	0	0	0
38. Oregon OR			0	0	0	0
39. Pennsylvania PA			0	0	0	0
40. Rhode Island RI			0	0	0	0
41. South Carolina SC			0	0	0	0
42. South Dakota SD			0	0	0	0
43. Tennessee TN			0	0	0	0
44. Texas TX			0	0	0	0
45. Utah UT	B	RSD by INS CODE UT DOI 31A-8-211B	2,940,571	2,970,051	0	0
46. Vermont VT			0	0	0	0
47. Virginia VA			0	0	0	0
48. Washington WA			0	0	0	0
49. West Virginia WV			0	0	0	0
50. Wisconsin WI			0	0	0	0
51. Wyoming WY			0	0	0	0
52. American Samoa AS			0	0	0	0
53. Guam GU			0	0	0	0
54. Puerto Rico PR			0	0	0	0
55. U.S. Virgin Islands VI			0	0	0	0
56. Northern Mariana Islands MP			0	0	0	0
57. Canada CAN			0	0	0	0
58. Aggregate Alien and Other OT	XXX	XXX	0	0	0	0
59. Subtotal	XXX	XXX	2,940,571	2,970,051	0	0
DETAILS OF WRITE-INS						
5801.						
5802.						
5803.						
5898. Summary of remaining write-ins for Line 58 from overflow page	XXX	XXX	0	0	0	0
5899. Totals (Lines 5801 thru 5803 plus 5898)(Line 58 above)	XXX	XXX	0	0	0	0

Financial Statements - Statutory Basis

Aetna Health of Utah Inc.

Years Ended December 31, 2020 and 2019
with Independent Auditors' Report

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Report of Independent Auditors

Board of Directors
Aetna Health of Utah Inc.

We have audited the accompanying statutory-basis financial statements of Aetna Health of Utah Inc. (the Company), which comprise the balance sheets as of December 31, 2020 and 2019, and the related statements of operations, changes in capital and surplus and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in conformity with accounting practices prescribed or permitted by the Utah Insurance Department. Management also is responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free of material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

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Basis for Adverse Opinion on U.S. Generally Accepted Accounting Principles
As described in Note 2 to the statutory-basis financial statements, the Company prepared these financial statements using accounting practices prescribed or permitted by the Utah Insurance Department, which is a basis of accounting other than U.S. generally accepted accounting principles. The effects on the financial statements of the variances between these statutory accounting practices and U.S. generally accepted accounting principles, although not reasonably determinable, are presumed to be material.

Adverse Opinion on U.S. Generally Accepted Accounting Principles

In our opinion, because of the significance of the matter described in the Basis for Adverse Opinion on U.S. Generally Accepted Accounting Principles paragraph, the statutory-basis financial statements referred to above do not present fairly, in conformity with U.S. generally accepted accounting principles, the financial position of the Company at December 31, 2020 and 2019, or the results of its operations or its cash flows for the years then ended.

Opinion on Statutory Basis of Accounting

In our opinion, the statutory-basis financial statements referred to above present fairly, in all material respects, the financial position of the Company at December 31, 2020 and 2019, and the results of its operations and its cash flows for the years then ended, on the basis of accounting described in Note 2.

Ernst + Young LLP

May 7, 2021

Aetna Health of Utah Inc.

Balance Sheets - Statutory Basis

(In Thousands)	December 31, 2020	2019
Admitted assets		
Cash and invested assets		
Bonds	$ 37,907	$ 35,204
Cash, cash equivalents and short-term investments	35,759	32,886
Total cash and invested assets	73,666	68,090
Investment income due and accrued	379	390
Premiums and considerations receivable	6,532	12,889
Amounts receivable relating to uninsured plans	1,854	1,520
Current federal income tax recoverable	153	—
Net deferred tax asset	392	290
Receivables from parent, subsidiaries and affiliates	—	227
Health care and other amounts receivable	1,624	1,199
Other assets	9	37
Total admitted assets	$ 84,609	$ 84,642

See accompanying Notes to the Statutory Financial Statements

Balance Sheets - Statutory Basis (continued)

(In Thousands)	December 31, 2020	2019
Liabilities and capital and surplus		
Liabilities:		
Claims unpaid	$ 21,513	$ 19,756
Accrued medical incentive pool and bonus amounts	2,804	4,610
Unpaid claims adjustment expenses	277	370
Aggregate health policy reserves	8,957	4,668
Aggregate health claim reserves	106	123
Premiums received in advance	47	49
General expenses due or accrued	4,383	4,517
Current federal income tax payable	—	60
Amounts withheld or retained for the account of others	38	47
Remittances and items not allocated	150	—
Amounts due to parent, subsidiaries and affiliates	1,634	7,646
Payable for securities	500	—
Funds held under reinsurance treaties	30	—
Liability for amounts held under uninsured plans	610	608
Other liabilities	125	167
Total liabilities	41,174	42,621
Capital and surplus:		
Common capital stock	3,509	3,509
Gross paid in and contributed surplus	29,572	29,572
Unassigned surplus	10,354	5,410
Special surplus funds	—	3,530
Total capital and surplus	43,435	42,021
Total liabilities and capital and surplus	$ 84,609	$ 84,642

See accompanying Notes to the Statutory Financial Statements

Aetna Health of Utah Inc.

Statements of Operations - Statutory Basis

(In Thousands)	Year ended December 31, 2020	2019
Revenues		
Premium income	$ 161,856	$ 175,257
Change in unearned premium reserves and reserve for rate credits	(4,540)	3,660
Total revenues	157,316	178,917
Benefits and expenses		
Claims	130,652	151,428
Net reinsurance recoveries	(241)	(152)
Claims adjustment expenses	2,749	3,804
General administrative expenses	17,947	17,911
Change in reserves for accident and health contracts	(81)	81
Total benefits and expenses	151,026	173,072
Net underwriting gain	6,290	5,845
Investment gains		
Net investment income earned	1,242	1,819
Net realized capital (losses) gains less capital gains tax (benefit) expense	(144)	723
Total investment gains	1,098	2,542
Income before federal income taxes	7,388	8,387
Federal income tax expense	2,162	1,408
Net income	$ 5,226	$ 6,979

See accompanying Notes to the Statutory Financial Statements

Aetna Health of Utah Inc.

Statements of Changes in Capital and Surplus - Statutory Basis

(In Thousands)	Year ended December 31, 2020	2019
Capital and surplus, beginning of year	$ 42,021	$ 38,142
Net income	5,226	6,979
Change in net unrealized capital gains and losses less capital gains tax (benefit)	3	448
Change in net deferred income tax	(30)	291
Change in nonadmitted assets	415	(339)
Dividends to stockholder	(4,200)	(3,500)
Net change in capital and surplus	1,414	3,879
Capital and surplus, end of year	$ 43,435	$ 42,021

See accompanying Notes to the Statutory Financial Statements

Aetna Health of Utah Inc.

Statements of Cash Flow - Statutory Basis

(In Thousands)	Year ended December 31, 2020	2019
Cash from operations		
Premiums collected	$ 168,317	$ 173,980
Investment income received	1,512	2,077
Claims paid	(130,897)	(152,809)
General administrative expenses and other benefits and expenses paid	(21,227)	(22,640)
Federal income taxes paid	(2,354)	(1,996)
Net cash provided by (used in) operating activities	15,351	(1,388)
Cash from investments		
Proceeds from investments sold, matured or repaid	13,080	33,795
Cost of investments acquired	(15,703)	(27,851)
Net cash (used in) provided by investment activities	(2,623)	5,944
Cash from financing and miscellaneous sources		
Dividends to stockholder	(4,200)	(3,500)
Other cash (applied) provided	(5,655)	10,770
Net cash (used in) provided by financing and miscellaneous activities	(9,855)	7,270
Change in cash, cash equivalents and short-term investments	2,873	11,826
Cash, cash equivalents and short-term investments, beginning of year	32,886	21,060
Cash, cash equivalents and short-term investments, end of year	$ 35,759	$ 32,886
Supplemental disclosures of cash flow information from non-cash transactions		
Non-cash investment exchanges	$ 5,145	$ 5,132

See accompanying Notes to the Statutory Financial Statements

1. Organization and operation

Aetna Health of Utah Inc. (the "Company") is a wholly-owned subsidiary of Aetna Health Holdings, LLC, whose ultimate parent is CVS Health Corporation ("CVS Health").

The Company is a health maintenance organization ("HMO") in the State of Utah, which arranges health care services principally for a predetermined, prepaid periodic fee to enrolled subscriber groups or governmental programs through independent healthcare organizations under contract. In addition, the Company offers other risk and fee based managed care products including point of service products, Medicare Advantage and the Federal Employees Health Benefit Plan ("FEHBP").

The Company is operated in accordance with provisions of the Utah Insurance Code and is licensed and regulated by the Utah Insurance Department.

2. Summary of significant accounting policies

Accounting practices

The accompanying statutory financial statements of the Company have been prepared in conformity with accounting practices prescribed or permitted by the Utah Insurance Department ("Utah Department") ("Utah Accounting Practices"). The Utah Department recognizes statutory accounting practices prescribed or permitted by the State of Utah for determining and reporting the financial condition and results of operations of an insurance company, which include accounting practices and procedures adopted by the National Association of Insurance Commissioners' ("NAIC") Accounting Practices and Procedures Manual ("NAIC SAP"). The Company's net income and capital and surplus as stated on a NAIC SAP basis and on the basis of practices prescribed or permitted by the State of Utah were the same as of and for the years ended December 31, 2020 and 2019.

Utah Accounting Practices vary from U.S. generally accepted accounting principles ("GAAP"). The primary differences include the following:

- Certain assets, designated as nonadmitted assets (in part, uncollected premiums are nonadmitted in accordance with Statements of Statutory Accounting Principles ("SSAP") No. 6 - *Uncollected Premium Balances, Bills Receivable for Premiums, and Amounts Due From Agents and Brokers*) are not recorded as assets, but are charged to surplus. Thus, nonadmitting uncollected premiums eliminates the need for a separate allowance for doubtful accounts, which is utilized under GAAP;
- Certain assets, designated as nonadmitted assets (other receivables and prepaid capitation, which are nonadmitted in accordance with SSAP No. 4 - *Assets and Nonadmitted Assets*) are not recorded as assets, but are charged to surplus. Assets having economic value other than those which can be used to fulfill policyholder obligations, or those assets which are unavailable due to encumbrances or other third party interests are not recognized on the Balance Sheets, and are, therefore, considered nonadmitted;
- Bonds are recorded at amortized cost except for those with an NAIC designation of 3 through 6, which are reported at the lower of amortized cost or fair value. Therefore, changes in unrealized gains and losses for those securities held at amortized cost are not reflected in the financial statements. Under GAAP, bonds classified as available for sale are recorded at fair value, and related changes in unrealized gains and losses are recorded as a component of equity, net of deferred federal income taxes;
- In accordance with SSAP No. 43 - Revised - Loan-Backed and Structured Securities ("SSAP 43R"), other-than-temporary impairment ("OTTI") on loan-backed or structured securities are recorded when fair value of the security is less than its amortized cost basis at the balance sheet date and (1) the Company intends to sell the investment or (2) the Company does not have the intent and ability to retain the investment for the time sufficient to recover the amortized cost basis or (3) if the Company does not expect to recover the entire amortized cost basis of the security, even if it does not intend to sell the security and the Company has the intent and ability to hold. The condition in (2) above does not apply for GAAP;
- Deferred tax assets and liabilities are determined and admitted in accordance with SSAP No. 101 - Income Taxes ("SSAP No. 101"). Changes in net deferred tax assets and liabilities are reflected as changes in surplus, whereas under GAAP, changes in such assets and liabilities are reflected in net income. In

addition, statutory accounting requires consideration of a statutory allowance adjustment in the calculation of adjusted gross deferred tax assets and an admissibility test for deferred tax assets;

- In accordance with SSAP No. 2 - Revised - Cash, Cash Equivalents, Drafts and Short-term Investments, certain short-term borrowings are classified as a reduction of cash, cash equivalents, and short-term investments. Under GAAP, these amounts would have been classified as liabilities; and
- Cash, cash equivalents, and short-term investments in the Statements of Cash Flow represent cash balances and investments with remaining maturities of one year or less at the time of acquisition. Under GAAP, the corresponding caption of cash and cash equivalents includes cash balances and investments with initial maturities of three months or less. The statement does not classify cash flows consistent with GAAP and a reconciliation of net earnings to net cash provided by operations is not provided.

The effects of the foregoing variances from GAAP on the accompanying statutory financial statements have not been determined but are presumed to be material.

There were no prescribed or permitted practices by the State of Utah for the years ended December 31, 2020 and 2019.

Use of estimates in the preparation of the financial statements

The preparation of these financial statements in conformity with Utah Accounting Practices requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and revenue and expenses. Actual results could differ from those estimates.

Significant accounting policies

The Company applies the following significant accounting policies:

Cash, cash equivalents and short-term investments

Cash, cash equivalents and short-term investments, consisting primarily of money market instruments and other debt issues with an original maturity of up to one year, are carried at amortized cost. Short-term investments consist primarily of investments purchased with an original maturity date of greater than three months but less than one year. Cash equivalents consist of highly liquid instruments, which mature within three months from the date of purchase. The carrying amount of cash, cash equivalents and short-term investments approximates fair value. Cash accounts with positive balances shall not be reported separately from cash accounts with negative balances. If in the aggregate, the reporting entity has a net negative cash balance, it shall be reported as a negative asset and shall not be recorded as a liability.

Bonds

Bonds, which include special deposits as discussed more fully in Note 3, are carried at amortized cost except for those bonds with an NAIC designation of 3 through 6, which are carried at the lower of amortized cost or fair value. The amount carried at fair value is not material to the financial statements. Bond premiums and discounts are amortized using the scientific interest method. When quoted prices in active markets for identical assets are available, the Company uses these quoted market prices to determine the fair value of bonds. This is used primarily for U.S. government securities. In other cases where a quoted market price for identical assets in an active market is either not available or not observable, the Company estimates fair values using valuation methodologies based on available and observable market information or by using a matrix pricing model. If quoted market prices are not available, the Company determines fair value using broker quotes or an internal analysis of each investment's financial performance and cash flow projections. The Company had no investments where fair value was determined using broker quotes or an internal analysis of financial performance and cash flow projections at December 31, 2020 and 2019. Bonds include all investments whose maturity is greater than one year when purchased. Loan-backed and structured securities are carried at amortized cost adjusted for unamortized premiums and discounts and are accounted for using the retrospective adjustment method. Premiums and discounts on loan-backed and structured securities are amortized using the scientific interest method over the estimated remaining term of the securities,

adjusted for anticipated prepayments. All adjustments between amortized cost and carrying value are reflected in unrealized capital gains and losses and are reported as direct adjustments to surplus.

Bonds are recorded as purchases or sales on the trade date.

The Company periodically reviews its bonds to determine whether a decline in fair value below the carrying value is other-than-temporary. For bonds, other than loan-backed and structured securities ("LB&SS"), an other-than-temporary impairment ("OTTI") shall be recorded if it is probable that the Company will be unable to collect all amounts due according to the contractual terms in effect at the date of acquisition. Declines deemed to be OTTI in the cost basis are recognized as realized capital losses. Yield-related impairments are deemed other-than-temporary when the Company intends to sell an investment at the reporting date before recovery of the cost of the investment.

For LB&SS, the Company records OTTI when the fair value of the loan-backed or structured security is less than the amortized cost basis at the balance sheet date and (1) the Company intends to sell the investment, (2) the Company does not have the intent and ability to retain the investment for the time sufficient to recover the amortized cost basis, or (3) the Company does not expect to recover the entire amortized cost basis of the security, even if it does not intend to sell the security and has the intent and ability to hold. If it is determined an OTTI has occurred because of (1) or (2), the amount of the OTTI is equal to the difference between the amortized cost and the fair value of the security at the balance sheet date and this difference is recorded as a realized capital loss. If it is determined an OTTI has occurred because of (3), the amount of the OTTI is equal to the difference between the amortized cost and the present value of cash flows expected to be collected, discounted at the loan-backed or structured security's effective interest rate and this difference is also accounted for as a realized capital loss.

The Company analyzes all relevant facts and circumstances for each investment when performing its analysis to determine whether an OTTI exists. Among the factors considered in evaluating whether a decline is other-than-temporary, management considers whether the decline in fair value results from a change in the quality of the investment security itself, whether the decline results from a downward movement in the market as a whole, the prospects for realizing the carrying value of the bond based on the investee's current and short-term prospects for recovery and other factors. The risks inherent in assessing the impairment of an investment include the risk that market factors may differ from the Company's expectations and the risk that facts and circumstances factored into its assessment may change with the passage of time. Unexpected changes to market factors and circumstances that were not present in past reporting periods may result in a current period decision to sell securities that were not other-than-temporarily impaired in prior reporting periods.

For the Company's bonds and LB&SS that provide for a prepayment penalty or acceleration fee in the event the bond or LB&SS is liquidated prior to its scheduled termination date, the Company reports such fees as investment income when earned.

Investment income due and accrued

Accrued investment income consists primarily of interest. Interest is recognized on an accrual basis and dividends are recorded as earned on the ex-dividend date. Due and accrued income is not recorded on: (a) bonds in default; and (b) bonds delinquent more than 90 days or where collection of interest is improbable. At December 31, 2020 and 2019, the Company did not have any nonadmitted investment income due and accrued.

Premiums and amounts due and unpaid

Premium revenue for health care products is recognized as income in the month in which enrollees are entitled to health care services. Premiums collected before the effective period are reported as premiums received in advance. Premiums related to unexpired contractual coverage periods are reported as unearned premiums and are included in aggregate health policy reserves in the Balance Sheets.

Nonadmitted amounts consist of all premiums due and unpaid greater than 90 days past due, with the exception of amounts due under government insured plans, which may be admitted assets under certain circumstances. In addition, for any customer for which the premiums due and unpaid greater than 90 days past due is more than a de

minimus portion of the entire balance of premiums due and unpaid for that customer, the entire balance of premiums due and unpaid for that customer is nonadmitted. Management also performs a specific review of accounts and based on the results of the review, additional amounts may be nonadmitted. Uncollectible amounts are generally written-off and charged to revenue in the period in which the customer reconciliations are completed and agreed to by the customer (retroactivity) or when the account is determined to be uncollectible by the Company.

Medicare Advantage premiums and related subsidies

Through the Company's Medicare Advantage Part D annual contract with the Centers for Medicare & Medicaid Services ("CMS"), the Company receives monthly premium payments from CMS and members, as determined by the Company's annual bid process. The Company recognizes the revenue related to the CMS contract ratably over the term of its annual contract.

The CMS payment is subject to risk sharing provisions through the CMS risk corridor provision, which is accounted for as a retrospectively rated contract in accordance with SSAP No. 66 - *Retrospectively Rated Contracts*. Receivables related to the CMS risk corridor provision are included in premiums and considerations receivable and payables related to the CMS risk corridor provision are included in aggregate health policy reserves on the Balance Sheets.

The Company's CMS payment is also subject to the CMS risk adjustment process for each member, which is accounted for as a contract subject to redetermination in accordance with SSAP No. 54 – Revised – *Individual and Group Accident and Health Contracts*. Receivables related to the CMS risk adjustment process are included in premiums and considerations receivable and payables related to the CMS risk adjustment process are included in aggregate health policy reserves on the Balance Sheets.

CMS risk adjustment receivables were $1,676 thousand and $2,131 thousand at December 31, 2020 and 2019, respectively.

The amounts calculated in accordance with both the risk corridor provision and the risk adjustment process are recorded as an adjustment to premiums earned on the Statements of Operations. Retrospectively rated contracts and contracts subject to redetermination are further discussed in Note 15.

Certain subsidies from CMS, including reinsurance payments, the coverage gap discount program and the cost-sharing portion of the low income subsidy, represent cost reimbursements under the Medicare Part D program for which the Company assumes no risk. Amounts received for these subsidies are not reflected as premium revenues, but rather are accounted for as deposits. Receivables for these subsidies are included in amounts receivable relating to uninsured plans and liabilities for these subsidies are included in the liability for amounts held under uninsured plans on the Balance Sheets.

Pharmaceutical rebate receivables

The Company estimates pharmaceutical rebate receivables based upon historical payment trends, actual utilization and other variables. Pharmaceutical rebates for a quarter are billed to the vendor within one month of the completion of the quarter with any adjustment to previously recorded amounts reflected at the time of billing. The Company reports pharmaceutical rebate receivables as health care receivables. Pharmacy rebate receivables not in accordance with SSAP No. 84 – *Health Care and Government Insured Plan Receivables* or are over 90 days past due are nonadmitted. All rebates are processed and settled monthly with an affiliated entity, including adjustments to previously billed periods. The pharmaceutical rebate receivables are more fully discussed in Note 7.

Claims and claims adjustment expenses and related reserves

Claims consist principally of fee-for-service medical claims and capitation costs. Claims unpaid and aggregate health claim reserves include the Company's estimate of payments to be made on claims reported but not yet paid and for health care services rendered to enrollees but not yet reported to the Company as of the Balance Sheet date. Such estimates are developed using actuarial principles and assumptions, which consider, among other things,

historical and projected claim submission and processing payment patterns, medical cost trends, historical utilization of health care services, claim inventory levels, medical inflation, changes in membership and product mix, seasonality and other relevant factors. The Company reflects changes in estimates in claims costs in the Statements of Operations in the period they are determined. Capitation costs, which are recorded in claims in the Statements of Operations, represent contractual monthly fees paid to participating physicians and other medical providers for providing medical care, regardless of the medical services provided to the enrollee.

The Company uses the triangulation method to estimate reserves for claims incurred but not reported. The method of triangulation makes estimates of completion factors that are then applied to the total paid claims (net of coordination of benefits) to date for each incurral month. This provides an estimate of the total projected incurred claims and total amount outstanding or claims incurred but not reported (claims unpaid). For the most current dates of service where there is insufficient paid claim data to rely solely on the triangulation method, the Company examines cost and utilization trends as well as environmental factors, plan changes, provider contracts, changes in membership and/or benefits, and historical seasonal patterns to estimate the reserve required for these months.

Claims adjustment expenses, which include cost containment expenses, represent the costs incurred related to the claim settlement process such as costs to record, process and adjust claims. These expenses are included in the Company's management agreement with an affiliate described in Note 6.

Aggregate health policy reserves and related expenses

Premium deficiency reserves ("PDR") are recognized when it is probable that the expected future hospital and medical costs, including maintenance costs, will exceed anticipated future premiums and reinsurance recoveries on existing contracts. Anticipated investment income is considered in the calculation of PDR for the Company's commercial and Medicare products. For purposes of calculating a PDR, contracts are grouped in a manner consistent with the method of acquiring, servicing and measuring the profitability of such contracts. The Company had no PDR at December 31, 2020. The Company recorded a PDR of $81 thousand at December 31, 2019, related to its commercial product.

The Company is required to make premium rebate payments to customers that are enrolled under certain health insurance policies if specific minimum annual medical loss ratios ("MLR") were not met in the prior year. The minimum MLR rebates are more fully discussed in Note 15.

The Company reported liabilities associated with contracts subject to redetermination as aggregate health policy reserves in accordance with SSAP No. 54 - Revised - *Individual and Group and Accident Health Contracts* ("SSAP No. 54") and SSAP No. 107 - *Risk-Sharing Provisions of the Affordable Care Act* ("SSAP No. 107"). Liabilities associated with estimated adjustments to premium payments to the Company's Medicare plans based on the health status of its Medicare members are included as part of the Company's contracts subject to redetermination. Amounts related to these liabilities are $2,687 thousand and $2,920 thousand and are included in aggregate health policy reserves at December 31, 2020 and 2019, respectively. In addition, the Company reported Affordable Care Act ("ACA") Risk Adjustment Payables in aggregate health policy reserves and Risk Adjustment Receivables as premiums and considerations receivable on the Balance Sheets.

The Company contracts with the Office of Personnel Management ("OPM") to provide managed health care services under the Federal Employees Health Benefits ("FEHB") program in its service areas. OPM regulations require that FEHB plans meet a FEHB program-specific minimum MLR by plan code and market.

Fees paid to the Federal Government by health insurers

SSAP No. 106 - *Affordable Care Act Section 9010 Assessment* ("SSAP No. 106") required (1) that the annual fee be recognized in full on January 1 of the fee year (the calendar year in which the assessment must be paid to the federal government), in the operating expense category of general administrative expenses, excluding federal income taxes and (2) that in each data year preceding a fee year a reporting entity pro-ratably accrue by reclassifying from unassigned surplus to special surplus funds an amount equal to its estimated subsequent fee year assessment. This reclassification has no impact on total capital and surplus and is reversed in full on January 1 of the fee year. On

January 1, 2020, the Company was subject to the annual fee ("ACA assessment"). This annual fee was allocated to individual health insurers based on the ratio of the amount of the entity's net premiums written during the preceding calendar year to the amount of health insurance for any U.S. health risk that was written during the preceding calendar year. A health insurance entity's portion of the annual fee becomes payable once the entity provides health insurance for any U.S. health risk for each calendar year beginning on or after January 1 of the year the fee is due. As of December 31, 2019, the Company estimated its portion of the annual fee that was payable on September 30, 2020 to be $3,530 thousand. This was estimated based on premiums written subject to the ACA assessment of $175,268 thousand. During 2020, the Company paid $3,362 thousand to the federal government for its portion of the annual fee due on September 30, 2020. In December 2019, the annual fee was repealed beginning in 2021. As a result of this repeal, there is no annual fee payable in 2021 and thereafter, and therefore no estimated subsequent fee year assessment was required to be reclassified from unassigned funds to special surplus funds at December 31, 2020.

Federal and state income taxes

Aetna Inc. ("Aetna") and its wholly-owned subsidiaries are included in the consolidated federal income tax return of its parent company, CVS Health, pursuant to the terms of a tax sharing agreement. In accordance with the agreement, the Company's current federal and state income tax provisions are generally computed as if the Company were filing a separate federal and state income tax return; current income tax benefits, including those resulting from net operating losses, are recognized to the extent expected to be realized in the consolidated return. Pursuant to the agreement, the Company has the enforceable right to recoup federal and state income taxes paid in prior years in the event of future net losses, which it may incur, or to recoup its net losses carried forward as an offset to future net income subject to federal and state income taxes.

Income taxes are accounted for under the asset and liability method. Deferred income tax assets ("DTAs") and liabilities ("DTLs") represent the expected future tax consequences of temporary differences generated by statutory accounting as defined in SSAP No. 101. DTAs and DTLs are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. DTAs and DTLs are computed by means of identifying temporary differences, which are measured using a balance sheet approach whereby statutory and tax basis balance sheets are compared. Current income tax recoverables include all current income taxes, including interest, reasonably expected to be recovered in a subsequent accounting period.

Pursuant to SSAP No. 101, gross DTAs are first reduced by a statutory valuation allowance adjustment to an amount that is more likely than not to be realized ("adjusted gross DTAs"). Adjusted gross DTAs are then admitted in an amount equal to the sum of paragraphs a. b. and c. below:

a. Federal income taxes paid in prior years that can be recovered through loss carrybacks for existing temporary differences that reverse during a timeframe corresponding with Internal Revenue Code ("IRC") tax loss carryback provisions.

b. The amount of adjusted gross DTAs, after the application of paragraph a. above, expected to be realized within the applicable period and that is no greater than the applicable percentage as determined using the applicable Realization Threshold Limitation Table. The applicable period refers to the number of years in which the DTA will reverse in the Company's tax return and the applicable percentage refers to the percentage of the Company's statutory capital and surplus as required to be shown on the statutory balance sheet adjusted to exclude any net DTAs, electronic data processing equipment and operating system software and any net positive goodwill ("Stat Cap ExDTA").

   The Realization Threshold Limitation Tables allow DTAs to be admitted based upon either realization within 3 years and 15% of Stat Cap ExDTA, 1 year and 10% of Stat Cap ExDTA, or no DTA admitted pursuant to this paragraph b. In general, the Realization Threshold Limitation Tables allow the Company to admit more DTAs if total DTAs as reported by the Company are a smaller percentage of statutory capital and surplus.

c. The amount of gross DTAs, after the application of paragraphs a. and b. above that can be offset against existing gross DTLs. In applying this offset, the Company considers the character (i.e. ordinary versus capital) of the DTAs and DTLs such that offsetting would be permitted in the tax return under existing enacted federal income tax laws and regulations and the reversal patterns of temporary differences.

Changes in DTAs and DTLs are recognized as a separate component of gains and losses in surplus ("Change in net deferred income tax") except to the extent allocated to changes in unrealized gains and losses. Changes in DTAs and DTLs allocated to unrealized gains and losses are netted against the related changes in unrealized gains and losses and are reported as "Change in net unrealized capital gains and (losses)", also a separate component of gains and losses in surplus.

The Company is subject to state income taxes in various states. State income tax expense is recorded in general administrative expenses in the Statements of Operations.

3. Special deposits

Special deposits, included in bonds, consist of U.S. Government or other municipal obligations, at amortized cost, which approximates fair value, of $2,941 thousand and $3,345 thousand at December 31, 2020 and 2019, respectively. These assets are restricted in accordance with certain state requirements relating to HMOs.

4. Bonds and other financial instruments

The following is a summary of bonds and other financial instruments receiving bond treatment, which include special deposits, cash equivalents, and short-term investments, at December 31, 2020 and 2019:

December 31, 2020

(In Thousands)	Amortized cost	Statutory carrying value	Gross unrealized gains	Gross unrealized losses	Fair value
U.S. government	$ 3,439	$ 3,439	$ 30	$ —	$ 3,469
U.S. states, territories and possessions (direct and guaranteed)	585	585	4	—	589
U.S. political subdivisions of states, territories and possessions (direct and guaranteed)	7,127	7,127	446	—	7,573
U.S. special revenue and assessment obligations and all non-guaranteed obligations of agencies and authorities of governments and their political subdivisions	2,574	2,574	89	—	2,663
Industrial and miscellaneous (unaffiliated)	41,254	41,250	1,540	—	42,790
Total	$ 54,979	$ 54,975	$ 2,109	$ —	$ 57,084

December 31, 2019

(In Thousands)	Amortized cost	Statutory carrying value	Gross unrealized gains	Gross unrealized losses	Fair value
U.S. government	$ 3,346	$ 3,346	$ 32	$ —	$ 3,378
U.S. political subdivisions of states, territories and possessions (direct and guaranteed)	6,836	6,836	300	—	7,136
U.S. special revenue and assessment obligations and all non-guaranteed obligations of agencies and authorities of governments and their political subdivisions	1,963	1,963	74	—	2,037
Industrial and miscellaneous (unaffiliated)	34,381	34,374	697	(12)	35,059
Total	$ 46,526	$ 46,519	$ 1,103	$ (12)	$ 47,610

There were no unrealized losses for the Company's bonds and other financial instruments receiving bond treatment, which include special deposits, at December 31, 2020.

Summarized below are the Company's bonds and other financial instruments receiving bond treatment, which include special deposits, with unrealized losses at December 31, 2019, along with the related fair values, aggregated by the length of time the investments have been in an unrealized loss position:

December 31, 2019

	Less than 12 months			Greater than 12 months		
($ in Thousands)	Number of securities	Fair value	Unrealized losses	Number of securities	Fair value	Unrealized losses
U.S. government	—	$ —	—	1	$ 400	$ —
Industrial and miscellaneous (unaffiliated)	1	987	12	—	—	—
Total	1	$ 987	$ 12	1	$ 400	$ —

	Total		
($ in Thousands)	Number of securities	Fair value	Unrealized losses
U.S. government	1	$ 400	$ —
Industrial and miscellaneous (unaffiliated)	1	987	12
Total	2	$ 1,387	$ 12

The Company has reviewed the investments in the tables above and has concluded that these are performing assets generating investment income to support the needs of the business. In performing this review, the Company considered factors such as the quality of the investment security based on research performed by external rating agencies and internal credit analysts and the prospects of realizing the carrying value of the security based on the investment's current prospects for recovery. Furthermore, the Company has no intention to sell the investments in the tables above at December 31, 2019 before their cost can be recovered and for loan-backed and structured securities the Company has the ability and intent to hold these securities for a period of time sufficient to recover the amortized cost; therefore, no OTTI was determined to have occurred on these investments during the years ended December 31, 2019. In determining if the Company needs to sell before full recovery of value, the Company considers the forecasted recovery period, expected investment returns relative to other funding sources, projected cash flow and capital requirements, regulatory obligations, and other factors. Unrealized losses at December 31, 2019 were generally caused by the widening of market yields for these securities relative to the market yields when these securities were purchased.

The contractual or expected maturities of bonds and assets receiving bond treatment (e.g., cash equivalents and short-term investments) at December 31, 2020 were as follows:

(In Thousands)	Carrying value	Fair value
Due one year or less	$ 23,279	$ 23,449
Due after one year through five years	23,627	24,995
Due after five years through ten years	6,398	6,696
Due after ten years	1,671	1,944
Total	$ 54,975	$ 57,084

The maturity for a mortgage pass-through security, included in U.S. Government and U.S. special revenue and assessment obligations and all non-guaranteed obligations of agencies and authorities of governments and their political subdivisions, is not based on stated maturity, but instead is based on prepayment assumptions. Prepayment assumptions are calculated utilizing published repayment factors that estimate the prepayment rates on the mortgages in the Federal National Mortgage Association and Government National Mortgage Association pools.

Proceeds from the maturities and sales of the Company's bonds and other financial instruments receiving bond treatment and the related gross realized capital gains and losses and the OTTI charges on bonds for the years ending December 31, 2020 and 2019 were as follows:

(In Thousands)	2020	2019
Proceeds from sales of bonds	$ 5,965	$ 29,446
Proceeds from maturities of bonds	6,614	4,349
Gross realized gains on sales of bonds	98	947
Gross realized losses on sales of bonds	163	50
Included in net realized capital losses (OTTI charges on bonds that were in an unrealized loss position)	100	3

The Company conducts regular reviews of its bond investments to assess whether a decline in fair value below carrying value is an OTTI. The Company will also recognize an OTTI on bonds when the Company intends to sell a security that is in an unrealized loss position. Declines deemed to be OTTI are recognized as realized capital losses.

5. Financial instruments

Financial instruments measured at fair value in the financial statements

The Company had no material assets and liabilities that are measured and reported at fair value as of December 31, 2020 and 2019.

The fair values of financial instruments are based on valuations that include inputs that can be classified within one of three levels of a hierarchy. The following are the levels of the hierarchy and a brief description of the type of valuation information ("inputs") that qualifies a financial asset or liability for each level:

- **Level 1** – Unadjusted quoted prices for identical assets or liabilities in active markets.
- **Level 2** – Inputs other than Level 1 that are based on observable market data. These include: quoted prices for similar assets in active markets, quoted prices for identical assets in inactive markets, inputs that are observable that are not prices (such as interest rates and credit risks) and inputs that are derived from or corroborated by observable markets.
- **Level 3** – Developed from unobservable data, reflecting the Company's own assumptions.

Financial assets and liabilities are classified based upon the lowest level of input that is significant to the valuation. When quoted prices in active markets for identical assets and liabilities are available, the Company uses these quoted market prices to determine the fair value of financial assets and liabilities and classifies these assets and liabilities as Level 1. In other cases where a quoted market price for identical assets and liabilities in an active market is either not available or not observable, the Company estimates fair value using valuation methodologies based on available and observable market information or by using a matrix pricing model. These financial assets and liabilities would then be classified as Level 2. If quoted market prices are not available, the Company determines fair value using broker quotes or an internal analysis of each investment's financial performance and cash flow projections. Thus, financial assets and liabilities may be classified in Level 3 even though there may be some significant inputs that may be observable.

Transfers in and out of all levels are recognized at the end of the reporting period of which the transfer occurred.

The carrying values and estimated fair values of the Company's financial instruments at December 31, 2020 and 2019 were as follows:

December 31, 2020

(In Thousands)	Aggregate fair value	Admitted assets	(Level 1)	(Level 2)	(Level 3)
Assets					
Bonds, short term, and cash equivalent	$ 57,084	$ 54,975	$ 3,469	$ 53,615	$ —
Total	$ 57,084	$ 54,975	$ 3,469	$ 53,615	$ —

December 31, 2019

(In Thousands)	Aggregate fair value	Admitted assets	(Level 1)	(Level 2)	(Level 3)
Assets					
Bonds, short term, and cash equivalent	$ 47,610	$ 46,519	$ 3,378	$ 44,232	$ —
Total	$ 47,610	$ 46,519	$ 3,378	$ 44,232	$ —

In evaluating the Company's management of interest rate and liquidity risk and currency exposures, the fair values of all assets and liabilities should be taken into consideration, not only those presented above.

6. Information concerning parent, subsidiaries, and affiliates

As of and for the years ended December 31, 2020 and 2019, the Company had the following significant transactions with affiliates:

The Company and Aetna Health Management, LLC ("AHM") are parties to an administrative services agreement, under which AHM provides certain administrative services, including cash management and accounting and processing of premiums and claims. Under this agreement, the Company remits a percentage of its earned commercial and Medicare premium revenue, as applicable, to AHM as a fee, subject to an annual true-up mechanism as defined in the agreement. Under the agreement, this true-up is due to be settled with the affiliate by April 15th of the following contract year (which is January 1 to December 31 annually). The terms of settlement require that these amounts be settled within 45 days after the end of the calendar quarter. The agreement was amended effective January 1, 2020 and approved by Utah Insurance Department on December 19, 2019. The amendment allows other affiliates to provide services in accordance to a schedule of services and pricing. For these services, the Company was charged $16,970 thousand and $20,052 thousand in 2020 and 2019, respectively.

The Company is a party to an agreement that enables the Company to receive manufacturers' pharmacy rebates from AHM and under which the Company remits a percentage of its earned pharmaceutical rebates to AHM as a fee. The Company earned pharmaceutical rebates of $12,819 thousand and $11,604 thousand, which were recorded as a reduction of medical costs, in 2020 and 2019, respectively. The Company was charged $1,160 thousand, which was recorded as general administrative expenses, for these services in 2019. The Company was not charged for these services in 2020 as AHM waived collection of the fee. The terms of settlement require that these amounts be settled within 45 days after the end of the calendar quarter.

As explained in Note 2, Aetna and its wholly-owned subsidiaries, including the Company, participate in a tax sharing agreement with CVS Health. All federal income tax receivables/payables are due from/due to CVS Health.

At December 31, 2020 and 2019, the Company had the following amounts due to/from affiliates, which exclude amounts related to pharmacy rebate transactions as discussed more fully in Note 7 and the Company's reinsurance agreements if applicable:

(In Thousands)	December 31, 2020	2019
Amounts due to affiliates		
Aetna Health Management, LLC	$ 1,634	$ 7,646
Total due to affiliates	$ 1,634	$ 7,646
Amounts due from affiliates		
Coventry Health and Life Insurance Company	—	227
Total due from affiliates	$ —	$ 227

The terms of settlement require that these amounts be settled within 45 days after the end of the calendar quarter.

7. Health care receivables

Pharmaceutical rebates

The Company receives pharmaceutical rebates through an agreement with AHM. AHM has contractual agreements with pharmaceutical companies for rebates, which cover the Company's membership as well as the membership of other affiliates. The Company receives those rebates from AHM that relate to the Company's membership. The Company estimates pharmaceutical rebate receivables based upon the historical payment trends, actual utilization and other variables. Actual rebates collected are applied to the collection periods below, using a first in first out methodology. At December 31, 2020 and 2019, the Company has pharmaceutical rebate receivables of $1,562 thousand and $1,132 thousand, respectively (refer to the Company's accounting practices related to pharmaceutical rebates receivables in Note 2).

The following table discloses the quarterly revenue and subsequent cash collections relating to the pharmaceutical rebates discussed in Note 2:

(In Thousands)

Date	Estimated pharmacy rebates as reported on financial statements	Pharmacy rebates as billed or otherwise confirmed	Actual rebates received within 90 days of billing	Actual rebates received within 91 to 180 days of billing	Actual rebates received more than 180 days after billing
12/31/2020	$ 3,478	$ —	$ 1,908 [1]	$ —	$ —
09/30/2020	3,101	3,190	3,204	—	—
06/30/2020	2,926	3,194	3,199	—	—
03/31/2020	2,668	3,077	3,071	—	—
12/31/2019	2,808	2,753	2,747	—	—
09/30/2019	2,561	2,847	2,844	—	—
06/30/2019	2,567	2,600	2,605	—	—
03/31/2019	2,779	2,741	2,740	—	—
12/31/2018	2,792	3,129	3,129	—	—
09/30/2018	3,086	3,016	3,016	—	—
06/30/2018	2,933	2,743	2,743	—	—
03/31/2018	2,538	2,798	2,798	—	—

[1] Represents a portion of the estimated rebates for the quarter ending December 31, 2020, which were paid by AHM to the Company prior to December 31, 2020 and invoicing in 2021.

8. Income taxes

The components of the net DTAs recognized in the Company's Balance Sheets are as follows:

	December 31, 2020		
(In Thousands)	Ordinary	Capital	Total
Gross DTAs	$ 556	$ 128	$ 684
Statutory valuation allowance adjustment	—	—	—
Adjusted gross DTAs	556	128	684
DTAs nonadmitted	(122)	—	(122)
Subtotal net admitted DTAs	434	128	562
DTLs	(38)	(132)	(170)
Net admitted DTAs/(DTLs)	$ 396	$ (4)	$ 392

	December 31, 2019		
(In Thousands)	Ordinary	Capital	Total
Gross DTAs	$ 598	$ 115	$ 713
Statutory valuation allowance adjustment	—	—	—
Adjusted gross DTAs	598	115	713
DTAs nonadmitted	(256)	—	(256)
Subtotal net admitted DTAs	342	115	457
DTLs	(41)	(126)	(167)
Net admitted DTAs/(DTLs)	$ 301	$ (11)	$ 290

	Change		
(In Thousands)	Ordinary	Capital	Total
Gross DTAs	$ (42)	$ 13	$ (29)
Statutory valuation allowance adjustment	—	—	—
Adjusted gross DTAs	(42)	13	(29)
DTAs nonadmitted	134	—	134
Subtotal net admitted DTAs	92	13	105
DTLs	3	(6)	(3)
Net admitted DTAs/(DTLs)	$ 95	$ 7	$ 102

The amount of gross DTAs admitted under each component of SSAP No. 101 is as follows:

	December 31, 2020		
(In Thousands)	Ordinary	Capital	Total
(a) Federal income taxes paid in prior years recoverable through loss carrybacks	$ 296	$ 1	$ 297
(b) Adjusted gross DTAs expected to be realized (excluding the amount of DTAs after application of the threshold limitations (the lesser of (b)1 and (b)2 below))	95	—	95
1. Adjusted gross DTAs expected to be realized following the balance sheet date	95	—	95
2. Adjusted gross DTAs allowed per limitation threshold	XX	XX	6,456
(c) Adjusted gross DTAs (excluding the amount of DTAs from (a) and (b) above) offset by gross DTLs	43	127	170
(d) DTAs admitted as the result of application of SSAP No. 101	$ 434	$ 128	$ 562

	December 31, 2019		
(In Thousands)	**Ordinary**	**Capital**	**Total**
(a) Federal income taxes paid in prior years recoverable through loss carrybacks	$ 301	$ 1	$ 302
(b) Adjusted gross DTAs expected to be realized (excluding the amount of DTAs after application of the threshold limitations (the lesser of (b)1 and (b)2 below))	1	—	1
1. Adjusted gross DTAs expected to be realized following the balance sheet date	1	—	1
2. Adjusted gross DTAs allowed per limitation threshold	XX	XX	6,260
(c) Adjusted gross DTAs (excluding the amount of DTAs from (a) and (b) above) offset by gross DTLs	40	114	154
(d) DTAs admitted as the result of application of SSAP No. 101	$ 342	$ 115	$ 457

	Change		
(In Thousands)	**Ordinary**	**Capital**	**Total**
(a) Federal income taxes paid in prior years recoverable through loss carrybacks	$ (5)	$ —	$ (5)
(b) Adjusted gross DTAs expected to be realized (excluding the amount of DTAs after application of the threshold limitations (the lesser of (b)1 and (b)2 below))	94	—	94
1. Adjusted gross DTAs expected to be realized following the balance sheet date	94	—	94
2. Adjusted gross DTAs allowed per limitation threshold	XX	XX	196
(c) Adjusted gross DTAs (excluding the amount of DTAs from (a) and (b) above) offset by gross DTLs	3	13	16
(d) DTAs admitted as the result of application of SSAP No. 101	$ 92	$ 13	$ 105

($ in Thousands)	**2020**	**2019**
(a) Ratio percentage used to determine recovery period and threshold limitation amount	1,087 %	965 %
(b) Amount of adjusted capital and surplus used to determine recovery period threshold limitation in (b)2 above	$ 43,043	$ 41,731

There were no tax planning strategies impacting the Company's ordinary or capital DTAs.

The provision (benefit) for income taxes for the years ended December 31, 2020 and 2019 was as follows:

	December 31,		
(In Thousands)	**2020**	**2019**	**Change**
Federal income tax expense on operations	$ 2,162	$ 1,408	$ 754
Federal income tax (benefit) provision on net capital (losses) gains	(21)	171	(192)
Federal income tax incurred	$ 2,141	$ 1,579	$ 562

The tax effects of temporary differences that gave rise to deferred tax assets and liabilities at December 31, 2020 and 2019 were as follows:

(In Thousands)	December 31, 2020	2019	Change
DTAs:			
Ordinary			
Discounting of unpaid losses	$ 79	$ 79	$ —
Unearned premiums	2	2	—
Policyholder reserves	—	17	(17)
Nonadmitted assets	134	193	(59)
Patient-centered outcomes research institute fee	8	11	(3)
Federal contingency reserve	334	296	38
Total ordinary DTAs	556	598	(42)
Nonadmitted ordinary DTAs	(122)	(256)	134
Admitted ordinary DTAs	434	342	92
Capital			
Bonds and other investments	127	113	14
Unrealized capital losses	1	2	(1)
Total capital DTAs	128	115	13
Admitted capital DTAs	128	115	13
Admitted DTAs	562	457	105
DTLs:			
Ordinary			
Investments	12	9	3
Other	26	32	(6)
Ordinary DTLs	38	41	(3)
Capital			
Investments	132	126	6
Capital DTLs	132	126	6
Total DTLs	170	167	3
Net admitted DTAs/(DTLs)	$ 392	$ 290	$ 102

The change in net deferred income taxes is comprised of the following:

(In Thousands)	December 31, 2020	2019	Change
Total DTAs	$ 684	$ 713	$ (29)
Total DTLs	(170)	(167)	(3)
Net DTAs/(DTLs)	514	546	(32)
Tax effect of unrealized gains (losses)			2
Change in net deferred income tax			$ (30)

There were no valuation allowance adjustments to gross DTAs at December 31, 2020 and 2019. The Company bases its estimates of the future realization of DTAs primarily on historic taxable income and existing DTLs.

The provision (benefit) for federal income taxes is different from that which would be obtained by applying the statutory federal income tax rate to income before income taxes. The items causing this difference are as follows:

($ in Thousands)	December 31, 2020	Effective tax rate	December 31, 2019	Effective tax rate
Provision computed at statutory rate	$ 1,547	21.0 %	$ 1,798	21.0 %
Health insurer fee	706	9.6 %	—	— %
Transfer pricing adjustment	(279)	(3.8)%	(532)	(6.2)%
Tax-exempt interest	(28)	(0.4)%	(14)	(0.2)%
Change in nonadmitted assets	59	0.8 %	(39)	(0.5)%
Prior year true-up	166	2.3 %	(81)	(0.9)%
Change in valuation allowance adjustment	—	— %	(227)	(2.6)%
Penalties	—	— %	383	4.5 %
Total	$ 2,171	29.5 %	$ 1,288	15.1 %
Federal and foreign income tax expense incurred	$ 2,141	29.1 %	$ 1,579	18.5 %
Change in net deferred income taxes	30	0.4 %	(291)	(3.4)%
Total statutory income taxes	$ 2,171	29.5 %	$ 1,288	15.1 %

The transfer pricing adjustment allows taxpayers to apply different methods to price current period intercompany services at arm's length prices (i.e., prices at which unrelated entities would be willing to transact), which results in a permanent deduction for tax reporting purposes.

At December 31, 2020 and 2019, the Company had no net capital loss or net operating loss carryforwards.

The amount of federal income taxes incurred that is available for recoupment in the event of future net losses are:

(In Thousands)

Year	Ordinary	Capital	Total
2020	$ 2,006	$ —	$ 2,006
2019	1,649	171	1,820
2018 Stub 2	N/A	—	—
Total	$ 3,655	$ 171	$ 3,826

The Company did not report any deposits as admitted assets under Internal Revenue Code Section 6603 at December 31, 2020 and 2019.

As discussed in Note 2, the Company is included in the consolidated federal income tax return of its parent, CVS Health, along with other affiliates, as of December 31, 2020.

The Company does not have any tax loss contingencies for which it is reasonably possible that the total liability will significantly increase within twelve months of the reporting date.

9. Change in claims unpaid, unpaid claims adjustment expenses, and aggregate health claim reserves

The following table shows the components of the change in claims unpaid, accrued medical incentive pool and bonus amounts, unpaid claims adjustment expense and aggregate health claim reserves for the years ended December 31, 2020 and 2019:

(In Thousands)	2020	2019
Balance, January 1	$ 24,859	$ 26,030
Health care receivable	(1,204)	(930)
Balance, January 1, net of health care receivable	23,655	25,100
Incurred related to:		
Current year	137,308	158,825
Prior years	(4,148)	(3,745)
Total incurred	133,160	155,080
Paid related to:		
Current year	115,372	138,227
Prior years	18,367	18,298
Total paid	133,739	156,525
Balance, December 31, net of health care receivable	23,076	23,655
Health care receivable	1,624	1,204
Balance, December 31	$ 24,700	$ 24,859

Reserves for incurred claims and claim adjustment expenses attributable to insured events of prior years decreased by $4,148 thousand in 2020 and $3,745 thousand in 2019. Changes in prior periods' estimates represent the effect of favorable development of prior period health care cost estimates on current year net income, at each financial statement date. The favorable development of these reserves is primarily a result of the actual claim submission times for health care claims being shorter than the Company had anticipated, as well as lower than expected health care cost trends in determining claims unpaid at the prior financial statement date for both 2020 and 2019. Original estimates are increased or decreased, as additional information becomes known regarding individual claims.

10. Capital and surplus and shareholder's dividend restrictions

The Company had 3,530,000 shares of common stock with a par value of $1 per share authorized with 3,509,000 shares issued and outstanding at December 31, 2020 and 2019.

Dividend restrictions

Dividend payment in the State of Utah is subject to the Utah Code, Title 31A Insurance Code, Chapter 5 Domestic Stock and Mutual Insurance Corporations, Section 418 Dividends and other distributions Subject to the requirements of Section 16-10a-842 and Subsection 31A-16-106(2), and a stock corporation may make distributions under Section 16-10a-640 if all of the following conditions are satisfied:

(a) A dividend may not be paid that would reduce the insurer's total adjusted capital below the insurer's company action level RBC as defined in Subsection 31A-17-601(8)(b).

(b) Except as to excess surplus, or unless the commissioner issues an order allowing otherwise, a dividend may not be paid that exceeds the insurer's net gain from operations or net income for the period ending December 31 of the preceding year.

At December 31, 2020 and 2019, there was $4,129 thousand and $4,437 thousand, respectively, of the Company's net gain from operations that may be paid as ordinary dividends to its shareholder without prior approval from the State of Utah.

The Company paid $4,200 thousand as an ordinary dividend to its parent on December 7, 2020.

The Company paid $3,500 thousand as an ordinary dividend to its parent on December 5, 2019.

There were no restrictions placed on the Company's surplus, including for whom the surplus was being held at December 31, 2020 and 2019, except as noted in Note 14.

Changes in the balances of special surplus funds from the prior year are due to the accrual of estimated 2020 ACA health insurer fees reclassified from unassigned surplus to special surplus funds as discussed more fully in Note 2.

11. Commitments and contingencies

Guaranty fund assessments

Under guaranty fund laws existing in all states, insurers doing business in those states can be assessed (in most states up to prescribed limits) for certain obligations of insolvent insurance companies to policyholders and claimants. The life and health insurance guaranty associations in which the Company participates that operate under these laws respond to insolvencies of long-term care insurers and life insurers as well as health insurers. The Company's assessments generally are based on a formula relating to the Company's health care premiums in the state compared to the premiums of other insurers. Certain states allow assessments to be recovered over time as offsets to premium taxes. Some states have similar laws relating to HMOs and/or other payors such as not-for-profit consumer-governed health plans established under the ACA.

Litigation and regulatory proceedings

The following description of litigation and regulatory proceedings covers CVS Health and certain of its subsidiaries, including the Company. Certain of the proceedings described below may not impact the Company directly but may have an indirect impact on the Company as the Company is a member of the CVS Health holding company group (the "CVS Health Group").

The CVS Health Group has been involved or is currently involved in numerous legal proceedings, including litigation, arbitration, government investigations, audits, reviews and claims. These include routine, regular and special investigations, audits and reviews by the Centers for Medicare and Medicaid Services ("CMS"), state insurance and health and welfare departments, state attorneys general, and other governmental authorities.

Legal proceedings, in general, and securities, class action and multi-district litigation, in particular, and governmental special investigations, audits and reviews can be expensive and disruptive. Some of the litigation matters may purport or be determined to be class actions and/or involve parties seeking large and/or indeterminate amounts, including punitive or exemplary damages, and may remain unresolved for several years. The CVS Health Group also may be named from time to time in qui tam actions initiated by private third parties that could also be separately pursued by a governmental body. The results of legal proceedings, including government investigations, are often uncertain and difficult to predict, and the costs incurred in these matters can be substantial, regardless of the outcome.

The Company records accruals for outstanding legal matters when it believes it is probable that a loss will be incurred and the amount can be reasonably estimated. The Company evaluates, on a quarterly basis, developments in legal matters that could affect the amount of any accrual and developments that would make a loss contingency both probable and reasonably estimable. If a loss contingency is not both probable and reasonably estimable, the Company does not establish an accrued liability.

Except as otherwise noted, the Company cannot predict with certainty the timing or outcome of the legal matters described below, and the Company is unable to reasonably estimate a possible loss or range of possible loss in excess of amounts already accrued for these matters. The outcome of such governmental investigations of proceedings could be material to the Company.

Provider Proceedings

The CVS Health Group is named as a defendant in purported class actions and individual lawsuits arising out of its practices related to the payment of claims for services rendered to its members by providers with whom the CVS Health Group has a contract and with whom the CVS Health Group does not have a contract ("out-of-network providers"). Among other things, these lawsuits allege that the CVS Health Group paid too little to its health plan members and/or providers for out-of-network services and/or otherwise allege that the CVS Health Group failed to timely or appropriately pay or administer out-of-network claims and benefits (including the CVS Health Group's post payment audit and collection practices and reductions in payments to providers due to sequestration). Other major health insurers are the subject of similar litigation or have settled similar litigation.

The CVS Health Group also has received subpoenas and/or requests for documents and other information from, and been investigated by, state Attorneys General and other state and/or federal regulators, legislators and agencies relating to, and the CVS Health Group is involved in other litigation regarding, its out-of-network benefit payment and administration practices. It is reasonably possible that others could initiate additional litigation or additional regulatory action against one or more members of the CVS Health Group, including the Company, with respect to their respective out-of-network benefit payment and/or administration practices.

CMS Actions

CMS regularly audits the CVS Health Group's performance to determine its compliance with CMS's regulations and its contracts with CMS and to assess the quality of services it provides to Medicare beneficiaries. CMS uses various payment mechanisms to allocate and adjust premium payments to the Company's and other companies' Medicare plans by considering the applicable health status of Medicare members as supported by information prepared, maintained and provided by health care providers. The CVS Health Group collects claim and encounter data from providers and generally relies on providers to appropriately code their submissions to the CVS Health Group and document their medical records, including the diagnosis data submitted to the CVS Health Group with claims. CMS pays increased premiums to Medicare Advantage plans for members who have certain medical conditions identified with specific diagnosis codes. Federal regulators review and audit the providers' medical records to determine whether those records support the related diagnosis codes that determine the members' health status and the resulting risk-adjusted premium payments to the CVS Health Group. In that regard, CMS has instituted risk adjustment data validation ("RADV") audits of various Medicare Advantage plans, including certain of the CVS Health Group's plans, to validate coding practices and supporting medical record documentation maintained by health care providers and the resulting risk adjusted premium payments to the plans. CMS may require the CVS Health Group, including the Company, to refund premium payments if the CVS Health Group's, including the Company's, risk adjusted premiums are not properly supported by medical record data. The Office of the Inspector General of the U.S. Department of Health and Human Services ("HHS-OIG") also is auditing the CVS Health Group's risk adjustment-related data and that of other companies. The CVS Health Group expects CMS and the OIG to continue these types of audits.

In 2012, CMS revised its audit methodology for RADV audits to determine refunds payable by Medicare Advantage plans for contract year 2011 and forward. Under the revised methodology, among other things, CMS will extrapolate the error rate identified in the audit sample of approximately 200 members to all risk adjusted premium payments made under the contract being audited. For contract years prior to 2011, CMS did not extrapolate sample error rates to the entire contract. As a result, the revised methodology may increase the CVS Health Group's, including the Company's, exposure to premium refunds to CMS based on incomplete medical records maintained by providers. Since 2013, CMS has selected certain of the CVS Health Group's Medicare Advantage contracts for various contract years for RADV audit, and the number of RADV audits continues to increase. The CVS Health Group is currently unable to predict which of its Medicare Advantage contracts will be selected for future audit, the amounts of any retroactive refunds of, or prospective adjustments to, Medicare Advantage premium payments made to the CVS Health Group, or the Company, the effect of any such refunds or adjustments on the actuarial soundness of the CVS Health Group's, including the Company's, Medicare Advantage bids, or whether any RADV audit findings would require the CVS Health Group, including the Company, to change its method of estimating future premium revenue in future bid submissions to CMS or compromise premium assumptions made in the CVS Health Group's,

including the Company's, bids for prior contract years, the current contract year or future contract years. Any premium or fee refunds or adjustments resulting from regulatory audits, whether as a result of RADV, Public Exchange related or other audits by CMS, the HHS-OIG or otherwise, including audits of the CVS Health Group's medical loss ratio rebates, methodology and/or reports, could be material and could adversely affect the CVS Health Group's, including the Company's, results of operations, financial condition and/or cash flows.

Medicare CIDs

The CVS Health Group has received Civil Investigative Demands ("CIDs") from the Civil Division of the U.S. Department of Justice (the "DOJ") in connection with a current investigation of Aetna Inc. and its subsidiaries patient chart review processes in connection with risk adjustment data submissions under Part C of the Medicare program. The CVS Health Group has been cooperating with the government and providing documents and information in response to these CIDs.

Other Legal and Regulatory Proceedings

The CVS Health Group is also a party to other legal proceedings and is subject to government investigations, inquiries and audits and has received and is cooperating with the government in response to CIDs, subpoenas or similar process from various governmental agencies requesting information. These other legal proceedings and government actions include claims of or relating to bad faith, medical or professional malpractice, claims processing, dispensing of medications, non-compliance with state and federal regulatory regimes, marketing misconduct, failure to timely or appropriately pay or administer claims and benefits, provider network structure (including the use of performance-based networks and termination of provider contracts), rescission of insurance coverage, improper disclosure or use of personal information, anticompetitive practices, general contractual matters, product liability, intellectual property litigation and employment litigation. Some of these other legal proceedings are or are purported to be class actions or derivative claims. The CVS Health Group is defending itself against the claims brought in these matters.

Awards to the Company and others of certain government contracts, particularly Medicaid contracts and other contracts with government customers in the Company's health care and related benefits businesses, frequently are subject to protests by unsuccessful bidders. These protests may result in awards to the Company being reversed, delayed or modified. The loss or delay in implementation of any government contract could adversely affect the Company's results of operations. The Company will continue to defend contract awards it receives.

There also continues to be a heightened level of review and/or audit by regulatory authorities and legislators of, and increased litigation regarding, the Company's and the rest of the health care and related benefits industry's business and reporting practices, including premium rate increases, utilization management, development and application of medical policies, complaint, grievance and appeal processing, information privacy, provider network structure (including provider network adequacy, the use of performance-based networks and termination of provider contracts), provider directory accuracy, calculation of minimum medical loss ratios and/or payment of related rebates, delegated arrangements, rescission of insurance coverage, limited benefit health products, student health products, pharmacy benefit management practices (including manufacturers' rebates, pricing, the use of narrow networks and the placement of drugs in formulary tiers), sales practices, customer service practices, vendor oversight and claim payment practices (including payments to out-of-network providers).

As a leading national health care company, the CVS Health Group regularly is the subject of government actions of the types described above. These government actions may prevent or delay the Company from implementing planned premium rate increases and may result, and have resulted, in restrictions on the Company's businesses, changes to or clarifications of the Company's business practices, retroactive adjustments to premiums, refunds or other payments to members, beneficiaries, states or the federal government, withholding of premium payments to the Company by government agencies, assessments of damages, civil or criminal fines or penalties, or other sanctions, including the possible suspension or loss of licensure and/or suspension or exclusion from participation in government programs.

The Company can give no assurance that its businesses, financial condition, results of operations and/or cash flows will not be materially adversely affected, or that the Company will not be required to materially change its business practices, based on: (i) future enactment of new health care or other laws or regulations; (ii) the interpretation or application of existing laws or regulations as they may relate to one or more of the Company's businesses, one or more of the industries in which the Company competes and/or the health care industry generally; (iii) pending or future federal or state government investigations of one or more of the CVS Health Group's and/or the Company's businesses, one or more of the industries in which the CVS Health Group and/or the Company competes and/or the health care industry generally; (iv) pending or future government audits, investigations or enforcement actions against the CVS Health Group and/or the Company; (v) adverse developments in any pending *qui tam* lawsuit against the CVS Health Group and/or the Company, whether sealed or unsealed, or in any future *qui tam* lawsuit that may be filed against the CVS Health Group and/or the Company; or (vi) adverse developments in pending or future legal proceedings against the CVS Health Group and/or the Company or affecting one or more of the industries in which the CVS Health Group and/or the Company competes and/or the health care industry generally.

Litigation Insurance Coverage

The Company maintains insurance coverage for certain litigation exposures in an amount it believes is reasonable.

Health Care Reform

The Patient Protection and Affordable Care Act and the Health Care and Education Reconciliation Act (collectively, the "ACA"), made broad-based changes to the United States health care system. The United States Supreme Court is expected to rule on the constitutionality of the ACA by June 2021. If the ACA is deemed unconstitutional, there will likely be significant changes to the laws and rules that govern the Company's business. If the ACA is deemed constitutional, there may nevertheless be continued efforts to invalidate, modify, repeal or replace it or portions of it, and the Company expects aspects of the ACA to continue to significantly impact its business operations and operating results, including pricing, medical benefit ratios ("MBRs") and the geographies in which the Company's products are available.

While most of the significant aspects of the ACA became effective during or prior to 2014, parts of the ACA continue to evolve through the promulgation of executive orders, legislation, regulations and guidance as well as ongoing litigation. Additional changes to the ACA and those regulations and guidance at the federal and/or state level are likely, and those changes are likely to be significant. Growing federal and state budgetary pressures make it more likely that any changes, including changes at the state level in response to changes to, or invalidation, repeal or replacement of, the ACA and/or changes in the funding levels and/or payment mechanisms of federally supported benefit programs, will be adverse to the Company. For example, if any elements of the ACA are invalidated or repealed at the federal level, the Company expects that some states would seek to enact similar requirements, such as prohibiting pre-existing condition exclusions, prohibiting rescission of insurance coverage, requiring coverage for dependents up to age 26, requiring guaranteed renewability of insurance coverage and prohibiting lifetime limits on insurance coverage.

Potential repeal of the ACA, ongoing legislative, regulatory and administrative policy changes to the ACA, the results of federal and state level elections, pending litigation challenging the constitutionality of the ACA or funding for the law and federal budget negotiations continue to create uncertainty about the ultimate impact of the ACA. Given the inherent difficulty of foreseeing the nature and scope of future changes to the ACA and how states, businesses and individuals will respond to those changes, the Company cannot predict the impact on it of future changes to the ACA. It is reasonably possible that invalidation, repeal or replacement of or other changes to the ACA and/or states' responses to such changes, in the aggregate, could have a significant adverse effect on the Company's businesses, results of operations and cash flows.

12. Business concentrations

As further discussed in Note 15, the Company provides health benefits to Medicare members through its contract with CMS. The Company had net premiums written of $74,179 thousand and $63,774 thousand related to its agreements with CMS for the years ending December 31, 2020 and 2019, respectively, representing 46% for 2020

and 36% for 2019 of total premium revenue. The Company had premiums and considerations receivable, which includes receivables under certain risk sharing provisions with CMS, of $1,705 thousand and $2,246 thousand related to its agreements with CMS at December 31, 2020 and 2019, respectively, representing 26% and 17% of total premiums and considerations receivable at December 31, 2020 and 2019, respectively.

As further discussed in Note 15, the Company provides health benefits to federal employees through FEHB. Such premium revenue, as a percentage of total premium revenue, was 41% and 52% of the Company's total premiums for 2020 and 2019, respectively.

13. Contractual arrangements with providers

The Company generally compensates primary care physicians through prospective compensation arrangements which incorporate quality assessment standards, comprehensiveness of care, utilization and office status components. These components are used to adjust the capitation payments to individual physician offices and to determine the amount of additional periodic payments. The Company has prospective compensation arrangements for mental health, substance abuse, diagnostic laboratory, radiology and diagnostic imaging services, podiatric treatment, physical therapy and prescription drug dispensing. The Company has contracts that provide for all-inclusive per diem and per case hospitalization rates and fixed rates for ambulatory surgery, emergency room services and specialist services. The Company has also entered into quality based compensation arrangements with certain hospitals, as well as agreements with certain integrated health delivery systems under which the systems are compensated on a substantially fixed prospective basis for medical services, including primary, specialist and hospital care. The arrangements described above cover the majority of medical expenses.

14. Minimum capital and surplus

Pursuant to the laws of the states in which the Company is licensed to do business, the Company is required to maintain a minimum surplus and capital stock as defined by the statutes and regulations of those states. At both December 31, 2020 and 2019, the Company was in compliance with the minimum surplus and capital stock requirements of the states in which it is licensed to do business.

The NAIC utilizes risk-based capital ("RBC") standards for health organizations, including HMOs, that are designed to identify weakly capitalized companies by comparing each company's adjusted capital and surplus to its required capital and surplus (the "RBC Ratio"). The RBC Ratio is designed to reflect the risk profile of a company. Within certain ratio ranges, regulators have increasing authority to take action as the RBC Ratio decreases. There are four levels of regulatory action, ranging from requiring insurers to submit a comprehensive plan to the state insurance commissioner to requiring the state insurance commissioner to place the insurer under regulatory control. In addition to the NAIC RBC requirements, the State of Utah requires companies to maintain qualified assets as defined in Subsection 31A-17- 201 in an amount not less than the total of its liabilities, the minimum capital requirements, and the greater of the company level action Risk Based Capital or $1,300 thousand. At December 31, 2020 and 2019, the Company had capital and surplus that exceeded the highest threshold specified by the RBC rules.

15. Retrospectively rated contracts and contracts subject to redetermination

Retrospectively rated contracts

Through annual contracts with CMS, the Company offers insurance plans for Medicare-eligible individuals through the Medicare Advantage program. Members typically receive enhanced benefits over standard Medicare fee-for-service coverage, including reduced cost-sharing for preventative care, vision and other non-Medicare services. Members also typically receive coverage for certain prescription drugs, usually subject to a deductible, co-insurance and/or co-payment. The revenues ultimately received by the Company for each member are based on that member's health status and demographic characteristics, as determined via the CMS risk adjustment process, under which the Company regularly submits risk adjustment data to CMS. As such, at December 31, 2020 the Company records a receivable for future revenues that it expects to receive from CMS in the third quarter of 2021, after the final reconciliation of risk adjustment data for contract year 2020 is complete. The Company estimates this receivable by taking into account risk adjustment data for contract year 2020 submitted to CMS prior to December 31, 2020, as

well as its estimate of the impact of risk adjustment data for contract year 2020 that will be submitted prior to the appropriate regulatory deadline in early 2021. These amounts are recognized in 2020 as premium income. In addition, the Company's Medicare Advantage contracts are subject to retrospective rating provisions under which the Company and CMS share in amounts above and below agreed-upon target medical benefit ratios. These accrued retrospective premiums, if any, are recorded through premiums and are estimated based on calculations that compare the Company's expected financial results for the contract against the appropriate medical benefit ratio target.

The Company's Medicare Advantage products are regulated by CMS. The regulations and contractual requirements applicable to the Company and other private participants in Medicare programs are complex, expensive to comply with and subject to change. For example, in the second quarter of 2014, CMS issued a final rule implementing the ACA requirements that Medicare Advantage plans report and refund to CMS overpayments that those plans receive from CMS. The precise interpretation, impact and legality of this rule are not clear and are subject to pending litigation. Payments the Company receives from CMS for its Medicare Advantage businesses also are subject to risk adjustment based on the health status of the individuals enrolled. Elements of that risk adjustment mechanism continue to be challenged by the U.S. Department of Justice, the OIG and CMS itself. Substantial changes in the risk adjustment mechanism, including changes that result from enforcement or audit actions, could materially affect the amount of the Company's Medicare reimbursement, require the Company to raise prices or reduce the benefits offered to Medicare beneficiaries, and potentially limit the Company's (and the industry's) participation in the Medicare program.

The Company has invested significant resources to comply with Medicare standards, and its Medicare compliance efforts will continue to require significant resources. CMS may seek premium and other refunds, prohibit the Company from continuing to market and/or enroll members in or refuse to passively enroll members in one or more of the Company's Medicare plans, exclude the Company from participating in one or more Medicare programs and/ or institute other sanctions and/or civil monetary penalties against the Company if it fails to comply with CMS regulations or its Medicare contractual requirements.

As of December 31, 2020 and 2019, the Company had reinsurance receivables, low-income subsidy (cost sharing portion), and CMS coverage gap discount receivables of $1,851 thousand and $1,515 thousand, respectively, from CMS, which are accounted for as amounts receivable relating to uninsured plans on the Balance Sheets, as per SSAP No. 47 - *Uninsured Plans*. The Company had reinsurance and low-income subsidy (cost sharing portion) and CMS coverage gap discount payable of $3 thousand and $3 thousand at December 31, 2020 and 2019. These amounts are recorded in the liability for amounts held under uninsured plans on the Balance Sheets as per SSAP No. 47 - *Uninsured Plans.* These items relate to the Company's Medicare product offerings.

Accrued retrospective premiums are recorded as an adjustment to earned premiums and are estimated based on calculations that compare the Company's expected financial results for the contract against the appropriate medical benefit ratio target.

The total net premiums written by the Company in 2020 and 2019 that were subject to retrospective rating features were $161,856 thousand and $175,267 thousand, respectively, representing 100% in 2020 and 100% in 2019 of the total net premiums written, respectively.

Medical loss ratio rebates required pursuant to the Public Health Service Act

The Company is required to make premium rebate payments to customers that are enrolled under certain health insurance policies if specific minimum annual MLR were not met in the prior year. The Company's results for full-year December 31, 2020 and 2019 included an estimate of $4,541 thousand and $2 thousand, respectively, of minimum MLR rebates, which were included in aggregate health policy reserves in the Balance Sheets. The Company did not pay any minimum MLR rebates in 2020 for the year 2019. The Company did not pay any minimum MLR rebates in 2019 for the year 2018.

(in Thousands)

	Individual	Small group employer	Large group employer	Other categories with rebates	Total
2020 Reporting Year					
Medical loss ratio rebates incurred	$ —	$ (2)	$ —	$ 4,541	$ 4,539
Medical loss ratio rebates paid	—	—	—	—	—
Medical loss ratio rebates unpaid	—	—	—	4,541	4,541
Plus reinsurance assumed amounts	XXX	XXX	XXX	XXX	—
Less reinsurance ceded amounts	XXX	XXX	XXX	XXX	—
Rebates unpaid net of reinsurance	XXX	XXX	XXX	XXX	4,541
2019 Reporting Year					
Medical loss ratio rebates incurred	$ —	$ (327)	$ (292)	$ —	$ (619)
Medical loss ratio rebates paid	—	—	—	—	—
Medical loss ratio rebates unpaid	—	2	—	—	2
Plus reinsurance assumed amounts	XXX	XXX	XXX	XXX	—
Less reinsurance ceded amounts	XXX	XXX	XXX	XXX	—
Rebates unpaid net of reinsurance	XXX	XXX	XXX	XXX	2

Contracts subject to redetermination

The Company accrues amounts payable to or receivable from the federal government related to its contracts with the OPM to provide or arrange health services under the FEHB program for federal employees, annuitants and their dependents. These contracts with the OPM and applicable government regulations establish premium rating requirements for the FEHB program. For the years ended December 31, 2020 and 2019, the Company had premiums related to its contracts with the OPM of $66,950 thousand and $91,123 thousand, respectively.

The OPM, through its Office of the Inspector General, conducts periodic audits of its contractors to, among other things, verify that the premiums charged to the OPM were established in compliance with the community rating and other requirements under the FEHB program. These audits often result in findings for which the Company establishes a specific reserve. For those years under contract which have not been audited by the OPM, the Company establishes a general audit liability, which is the result of a historical study of average audit payments. In addition, for all years under contract, the Company annually performs rate reconciliations which may result in amounts owed to or receivable from the OPM.

Audit findings, historical study of audit payments, and rate reconciliations have resulted in Federal Contingency Reserves of $1,592 thousand and $1,410 thousand, which were recorded as aggregate health policy reserves in the Balance Sheets at December 31, 2020 and 2019, respectively.

The Company contracts with the OPM to provide managed health care services under the FEHB program in its service areas. These contracts with the OPM and applicable government regulations establish premium rating arrangements for this program. OPM regulations require that community-rated FEHB plans meet a FEHB program-specific MLR by plan code and market. Managing to these rules is complicated by the simultaneous application of the minimum MLR standards and associated premium rebate requirements of the ACA. The OPM also is auditing the Company and its other contractors to, among other things, verify that plans meet their applicable FEHB program-specific MLR and the premiums established under the OPM's Insured contracts and costs allocated pursuant to the OPM's cost-based contracts are in compliance with the requirements of the applicable FEHB program. The OPM may seek premium refunds or institute other sanctions against the Company if the Company fails to comply with the FEHB program requirements.

Risk Corridor

The ACA established a temporary risk corridor program, which expired at the end of 2016, for qualified individual and small group health insurance plans. Under this program, health insurance companies were to make payments to, or receive payments from, HHS based on their ratio of allowable costs to target costs (as defined by the ACA).

CVS Health, together with its subsidiaries, filed a lawsuit in August 2019 to recover the $312,518 thousand it was owed under the ACA's risk corridor program, which had been stayed pending the Supreme Court decision. In April 2020, the U.S. Supreme Court ruled that health insurance companies may sue the federal government for amounts owed as calculated under the ACA's temporary risk corridor program.

In October 2020, the Company received the funds owed under the ACA's risk corridor program. The Company recorded the risk corridor payment of $4,734 thousand as an increase to premium revenue in the fourth quarter of 2020.

16 Unusual or infrequent items

The Coronavirus Disease 2019 ("COVID-19") pandemic continues to evolve. The Company believes COVID-19's impact on the Company's businesses, operating results, cash flows and/or financial condition primarily will be driven by the geographies impacted and the severity and duration of the pandemic; the pandemic's impact on the U.S. and global economies and consumer behavior and health care utilization patterns; and the timing, scope and impact of stimulus legislation as well as other federal, state and local governmental responses to the pandemic. Those primary drivers are beyond the Company's knowledge and control. As a result, the impact COVID-19 will have on the Company's businesses, operating results, cash flows and/or financial condition is uncertain, but the impact could be adverse and material. COVID-19 also may result in legal and regulatory proceedings, investigations and claims against the Company.

17. Subsequent events

Type I - Recognized subsequent events

Subsequent events have been considered through May 7, 2021, the date on which the financial statements were available to be issued. The Company had no known reportable recognized subsequent events.

Type II - Nonrecognized subsequent events

Subsequent events have been considered through May 7, 2021, the date on which the financial statements were available to be issued. The Company had no known reportable non-recognized subsequent events.

Exhibit 7

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/18/2020

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

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

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURED Aetna, Inc. and Its Subsidiaries 151 Farmington Avenue Hartford, CT 06156	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Travelers Casualty and Surety Company of A — 31194 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: W18749644 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Crime			107173085	10/31/2020	10/31/2021	Limit	$10,000,000
							Deductible	$3,000,000

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

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Exhibit 8

ALTIUS
A Coventry Health Care Plan

10421 South
Jordan Gateway
Suite 400
South Jordan
Utah 84095
Tel: 801-355-1234
800-365-1334
www.altiushealthplans.com

November 11, 2013

Mr. Robert Gallegos,
Special Deposits
Nevada Division of Insurance
Corporate & Financial Affairs
1818 East College Pkwy, Suite 103
Carson City, NV 89706

Re: Altius Health Plans Surety Bond -- Bond Number 106005614

Dear Mr. Gallegos,

Altius Health Plans (dba: Coventry Health Care of Nevada) in accordance with NAC 695C.120 submits to the Nevada Division of Insurance this replacement surety bond.

NAC 695C.120 requires that each application for a certificate of authority must be accompanied by a surety bond or deposit of cash or securities to secure the debts of the health maintenance organization and for the protection of the enrollees in the amount of $250,000 or more which is deposited with the Commissioner. The bond must include a provision preventing cancellation except after written notice to the Commissioner of not less than 90 days. In order to maintain compliance with the Code, Altius is submitting a replacement bond (Bond Number 106005614) which satisfies the requirements of the Code.

Altius Health Plans requests that the Division of Insurance accept this bond. If you have any questions I can be contacted at FLKyle@cvty.com or at 801-933-3538.

Sincerely,

Frank Kyle
Director, Regulatory Compliance

TRAVELERS **BOND**
(License or Permit - Continuous)

Bond No. 106005614

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Altius Health Plans, Inc., as Principal, and Travelers Casualty and Surety Company of America, a corporation duly incorporated under the laws of the State of Connecticut and authorized to do business in the State of Nevada, as Surety, are held and firmly bound unto State of Nevada, Department of Business and Industry, Division of Insurance, as Obligee, in the penal sum of $250,000. Coverage per NAC 695C.120., for the payment of which we hereby bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

WHEREAS, the Principal has obtained or is about to obtain a license for
License to provide a Health Maintenance Organization.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall faithfully perform all duties and protect said Obligee from any damage caused by the Principal's non-compliance with or breach of any laws, statutes, ordinances, rules or regulations, pertaining to the license or permit issued, then this obligation shall be null and void; otherwise to remain in full force and effect.

This bond shall become effective on November 5, 2013

PROVIDED, that regardless of the number of years this bond is in force, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the penal sum listed above.

PROVIDED FURTHER, that the Surety may terminate its liability hereunder as to future acts of the Principal at any time by giving ninety (90) days written notice of such termination to the Obligee.

SIGNED, SEALED AND DATED this October 16, 2013

By: _____
Principal

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Countersigned
By: Lori Jones
Lori Jones
Resident Agent

By: Mary N. Ferrante
Mary N. Ferrante, Attorney-in-Fact

S-2151A (2/00)

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 227252

Certificate No. 005666230

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Jeffrey M. Johnson, Cameron W. Blackey, Daniel T. Boermeester, Matthew Kieras, Mary N. Ferrante, Helen B. Honan, Sarah Marks, Thomas J. McElligott, Kevin J. Mulrey, Karen L. Nigrelli, Kristin Philipp, Eric Pratt, Diane Vardaro, Christopher J. Ward, Patricia A. Wood, Thomas E. Young, Katherine K. Zalios-Wood, Anne Pandolfe, Jamie L. Damiano, Tiffany York, Amy Reese, Justine M. Parsloe, Daniel E. Peck, Amanda Bartolomei, Danielle Schiller, and Ryan Allison

of the City of Braintree, State of Massachusetts, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 11th day of October, 2013.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the 11th day of October, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.

MARIE C. TETREAULT NOTARY PUBLIC CONNECTICUT

_____
Marie C. Tetreault, Notary Public

58440-8-12 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

CONTINUATION CERTIFICATE

Travelers Casualty and Surety Company of America , Surety upon

a certain Bond No. 106005614

dated effective November 5, 2013
(MONTH-DAY-YEAR)

on behalf of Aetna Health of Utah Inc.
(PRINCIPAL)

and in favor of State of Nevada
(OBLIGEE)

does hereby continue said bond in force for the further period

beginning on November 5, 2020
(MONTH-DAY-YEAR)

and ending on November 5, 2021
(MONTH-DAY-YEAR)

Amount of bond $ 250,000.00

Description of bond Health Maintenance Organization

PROVIDED: That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed and dated on May 28, 2021
(MONTH-DAY-YEAR)

Travelers Casualty and Surety Company of America

By _____
April D. Perez , **Attorney-In-Fact**
(NV Non-Resident License# 722132

S-0157/GEEF 11/99

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint April D. Perez, of Morristown, New Jersey, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021

Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 28th day of May, 2021.

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

Marsh

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2020

CAPITAL STOCK $ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	$ 239,403,348	UNEARNED PREMIUMS	$ 1,121,070,380
BONDS	3,831,156,861	LOSSES	1,003,200,666
STOCKS	109,074,035	LOSS ADJUSTMENT EXPENSES	163,348,678
INVESTMENT INCOME DUE AND ACCRUED	36,656,709	COMMISSIONS	48,605,693
OTHER INVESTED ASSETS	4,970,512	TAXES, LICENSES AND FEES	13,561,421
PREMIUM BALANCES	277,653,768	OTHER EXPENSES	42,508,558
NET DEFERRED TAX ASSET	55,188,715	CURRENT FEDERAL AND FOREIGN INCOME TAXES	4,865,484
REINSURANCE RECOVERABLE	32,553,518	REMITTANCES AND ITEMS NOT ALLOCATED	8,646,391
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	34,876,347	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	42,228,250
OTHER ASSETS	4,156,794	POLICYHOLDER DIVIDENDS	12,353,304
		PROVISION FOR REINSURANCE	7,930,280
		ADVANCE PREMIUM	1,867,512
		CEDED REINSURANCE NET PREMIUMS PAYABLE	63,102,972
		RETROACTIVE REINSURANCE RESERVE ASSUMED	800,763
		OTHER ACCRUED EXPENSES AND LIABILITIES	568,668
		TOTAL LIABILITIES	$2,534,865,020
		CAPITAL STOCK	$6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,650,750,847
		TOTAL SURPLUS TO POLICYHOLDERS	$2,091,034,607
TOTAL ASSETS	$ 4,625,889,627	TOTAL LIABILITIES & SURPLUS	$4,625,889,627

STATE OF CONNECTICUT)

COUNTY OF HARTFORD) SS.

CITY OF HARTFORD)

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT - FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2020.

Michael J. Doody

VICE PRESIDENT - FINANCE

NOTARY PUBLIC

SUBSCRIBED AND SWORN TO BEFORE ME THIS
26TH DAY OF MARCH, 2021

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2022

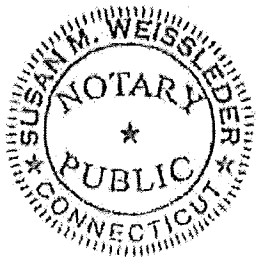

Exhibit 9

971193-0142

EXPEDITE

AMENDMENT

RECEIVED
AUG 04 2014
Utah Div. of Corp. & Comm. Code

DELAYED EFFECTIVE DATE

AETNA HEALTH OF UTAH INC.
FOURTH ARTICLES OF AMENDMENT AND RESTATEMENT
OF THE
ARTICLES OF INCORPORATION

To The Secretary of State
State of Utah

Pursuant to the provisions of Section 16-10a-1007 of the Utah Revised Business Corporation Act, the corporation hereinafter named (the "Corporation") hereby submits the following resolution which was duly adopted by the Board of Directors and the shareholders of the Corporation effective as of September 1, 2014:

FIRST: The name of the Corporation is Aetna Health of Utah Inc.

SECOND: This instrument accurately copies the Articles of Incorporation and all amendments to date as in effect and this instrument contains no change in the provisions thereof.

ARTICLE II

This Corporation shall have perpetual existence.

ARTICLE III

This Corporation is organized to provide basic health care services as a licensed health maintenance organization, and to engage in any other lawful acts, activities and pursuits that a health maintenance organization may be engaged in and organized for under the Utah law.

ARTICLE IV

As to health care services for which individual providers are required to be licensed, the services provided by this Corporation shall be provided by persons properly licensed to perform such services.

State of Utah
Department of Commerce
Division of Corporations and Commercial Code
I hereby certified that the foregoing has been filed and approved as of this delayed effective date:
01 day of Sept 2014.
In this office of this Division and hereby issued This Certificate thereof.

Examiner _____ Date 8-5-14

Kathy Berg
Kathy Berg
Division Director

08-04-14P01:22 RCVD

Date: 03/04/2014
Receipt Number: 5575283
Amount Paid: $1,567.00

ARTICLE V

Providers of services associated with this Corporation are not subject to assessment or withholding to pay operating costs or financial deficits of the Corporation.

ARTICLE VI

A. Classes of Stock. This Corporation is authorized to issue one class of capital stock to be designated "Common Stock". The total number of shares of Common Stock that this Corporation is authorized to issue is 3,530,000 shares. The Common Stock shall have a par value of $1.00 per share.

B. Common Stock. The voting, dividend, liquidation and redemption rights of the holders of the Common Stock are set forth below.

1. Voting. The holders of the Common Stock are entitled to one vote for each share held at all meetings of shareholders (and written actions in lieu of meetings). There shall be no cumulative voting.

2. Dividends. Dividends may be declared and paid on the Common Stock from funds legally available therefor as and when determined by the Board of Directors of this Corporation (the "Board of Directors").

3. Liquidation. Upon the dissolution or liquidation of this Corporation (and after required approval of the Insurance Department of the State of Utah), whether voluntary or involuntary, holders of the Common Stock will be entitled to receive all assets of this Corporation available for distribution to its shareholders. Unless otherwise consented to in writing by the holders of a majority of the outstanding Common Stock, the following events shall be considered a liquidation under this Section: (a) the acquisition, directly or indirectly, by any person or group (within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended) that is not a subsidiary or Affiliate (as defined below) of this Corporation of the beneficial ownership of securities of this Corporation possessing more than fifty percent (50%) of the total combined voting power of all outstanding securities of this Corporation, other than in connection with a public or private equity financing for capital raising purposes; (b) a merger or consolidation in which neither this Corporation nor a subsidiary of an Affiliate of this Corporation is the surviving entity; (c) a reverse merger in which this Corporation is the surviving entity but in which securities possessing more than fifty percent (50%) of the total combined voting power of this Corporation's outstanding securities are transferred to or acquired by a person or persons different from the persons holding those securities immediately prior to such merger and where such persons are not

a subsidiary or Affiliate of this Corporation; (d) the sale, transfer or other disposition of all or substantially all of the assets of this Corporation to a person or entity that is not a subsidiary of an Affiliate of this Corporation; or (e) a complete liquidation or dissolution of this Corporation. As used herein, the term "Affiliate" shall mean, as to any party, any corporation or other entity which, directly or indirectly, through one or more intermediaries, controls (i.e., possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract, or otherwise), is controlled by, or is under common control with such party.

4. Redemption: The Common Stock is not redeemable.

ARTICLE VII

LIMITATION ON LIABILITY

Within the meaning of and in accordance with Section 16-10a-841 of the Act:

A. No director of this Corporation shall be personally liable to this Corporation or its shareholders for monetary damages for any action taken or any failure to take any action as a director, except as provided in this Article VII.

B. The limitation of liability contemplated in this Article VII shall not extend to (i) the amount of a financial benefit received by a director to which he is not entitled, (ii) an intentional infliction of harm on this Corporation or its shareholders, (iii) a violation of Section 16-10a-842 of the Act, or (iv) an intentional violation of criminal law.

C. Any repeal or modification of this Article VII by the shareholders of this Corporation shall not adversely affect any right or protection of a director of this Corporation existing at the time of such repeal or modification.

D. Without limitation, this Article VII shall be applied and interpreted, and shall be deemed to incorporate, any provision of the Act, as the same exists or may hereafter be amended, as well as any applicable interpretation of Utah law, so that personal liability of directors and officers of this Corporation to this Corporation or its shareholders, or to any third person, shall be eliminated or limited to the fullest extent as from time to time permitted by Utah law.

ARTICLE VIII

REGISTERED AGENT

The street address of the registered agent is 1108 E South Union Avenue, Midvale, UT 84047. The name of this Corporation's registered agent at that office is C T Corporation System.

THIRD: The foregoing amendment and restatement has been approved by the Board of Directors of said Corporation by a resolution adopted by such Board of Directors by unanimous written consent on July 31, 2014.

FOURTH: The foregoing amendment and restatement was approved by the holders of the requisite number of shares of said Corporation in accordance with Sections 16-10a-1003 of the Act on July 31, 2014; the total number of authorized shares of each class entitled to vote with respect to the foregoing amendment was 3,530,000 shares of Common Stock and 3,509,000 outstanding shares of Common Stock. The number of shares voting in favor of the foregoing amendment was 3,530,000 and the number of shares voting against the foregoing amendment was 0.

FIFTH: The said number of votes cast for the said amendment was sufficient for the approval thereof by the said voting group.

Executed on this 31st day of July, 2014.

AETNA HEALTH OF UTAH INC.

N. Natasha Redding
Assistant Secretary

Exhibit 10

THIRD AMENDED AND RESTATED BYLAWS

OF

AETNA HEALTH OF UTAH INC

A Utah Corporation

Organized Under the Utah Revised Business Corporation Act of April 13, 2012

THIRD AMENDED AND RESTATED BYLAWS
OF
AETNA HEALTH OF UTAH INC.

Approved by Resolution of the Board of Directors effective as of September 1, 2014

ARTICLE I

Offices

Section 1.01 Business Offices. The corporation may have such offices, either within or outside Utah, as the Board of Directors may from time to time determine or as the business of the corporation may from time to time require.

Section 1.02 Principal Office. The principal office of the corporation shall be located at any place within Utah as may be designated in the most recent document on file with the Utah Department of Commerce, Division of Corporations and Commercial Code (the "Division") providing information regarding the principal office of the corporation. The corporation shall maintain at its principal office a copy of such corporate records as may be required by Section 1601 of the Utah Revised Business Corporation Act (the "Act") and Section 2.15 of these bylaws.

Section 1.03 Registered Office. The registered office of the corporation required by Section 501 of the Act to be maintained in Utah shall be the registered office as originally so designated in the corporation's articles of incorporation or subsequently designated as the corporation's registered office in the most recent document on file with the Division providing such information. The corporation shall maintain a registered agent at the registered office, as required by Section 501 of the Act. The registered office and registered agent may be changed from time to time as provided in Sections 502 and 503 of the Act.

ARTICLE II

Shareholders

Section 2.01. Annual Meeting. The annual meeting of shareholders shall be held each year during the month of October at a time designated by the Board of Directors. At the meeting, directors shall be elected and any other proper business may be transacted. Failure to hold an annual meeting as required by these bylaws shall not affect the validity of any corporate action or work a forfeiture or dissolution of the corporation. (Section 701 of the Act).

Section 2.02 Special Meetings. Special meetings of the shareholders may be called at any time by the Board of Directors, by such officers or persons as may be authorized by the Bylaws to call a special meeting, or by the holders of shares representing at least fifty percent (50%) of all the votes entitled to be cast on any issue proposed to be considered at the meeting, all in accordance with Section 702 of the Act.

Section 2.03 Place of Meetings. Each annual or special meeting of the shareholders shall be held at such place, either within or outside Utah, as may be designated by the Board of Directors. In the absence of any such designation, meetings shall be held at the principal office of the corporation. (Sections 701 and 702 of the Act).

Section 2.04 Notice of Meetings.

(a) *Required Notice.* The corporation shall give notice to shareholders of the date, time, and place of each annual and special meeting of shareholders no fewer than ten (10) nor more than sixty (60) days before the meeting date, in accordance with the requirements of Sections 103 and 705 of the Act. Unless otherwise required by law or the articles of incorporation, the corporation is required to give the notice only to shareholders entitled to vote at the meeting. The notice requirement will be excused under certain circumstances with respect to shareholders whose whereabouts are unknown, as provided in Section 705(5) of the Act.

If the proposed corporate action creates dissenters' rights, the notice must be sent to all shareholders of the corporation as of the applicable record date, whether or not they are entitled to vote at the meeting (Section 1320(1) of the Act).

(b) *Contents of Notice.* The notice of each special meeting must include a description of the purpose or purposes for which the meeting is called (see Sections 702(4) and 705(3) of the Act). Except as provided in this Section 2.04(b), or as otherwise required by the Act, other applicable law, or the articles of incorporation, notice of an annual meeting need not include a description of the purpose or purposes for which the meeting is called.

If a purpose of any shareholder meeting is to consider: (1) a proposed amendment to the articles of incorporation (Section 1003(4) of the Act); (2) a plan of merger or share exchange (Section 1103(4) of the Act); (3) the sale, lease, exchange or other disposition of all, or substantially all of the corporation's property (Section 1202(5) of the Act); (4) the dissolution of the corporation (Section 1402(4) of the Act); or (5) the removal of a director (Section 808(4) of the Act), the notice must so state and be accompanied by a copy or summary of the transaction documents, as set forth in the above-referenced sections of the Act.

If the proposed corporate action creates dissenters' rights, the notice must state that shareholders are, or may be, entitled to assert dissenters' rights, and must be accompanied by a copy of Part 13 of the Act (see Section 1320(1) of the Act).

(c) *Adjourned Meeting.* If any annual or special meeting of shareholders is adjourned to a different date, time or place, then subject to the requirements of the following sentence notice need not be given of the new date, time and place if the new date, time and place are announced at the meeting before adjournment. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date for the adjourned meeting is or must be fixed under Section 707 of the Act and Section 2.05 of these bylaws, notice of the adjourned meeting must be given pursuant to the requirements of paragraph 2.04(a) of these bylaws to shareholders of record entitled to vote at the meeting, as provided in Section 705(4)(b) of the Act.

(d) *Waiver of Notice.* A shareholder may waive notice of any meeting (or any other notice required by the Act, the articles of incorporation or these bylaws) by a writing signed by the shareholder entitled to the notice, which is delivered to the corporation (either before or after the date and time stated in the notice as the date and time when any action will occur), for inclusion in the minutes or filing with the corporation records. A shareholder's attendance at a meeting: (a) waives objection to lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice; and (b) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the shareholder objects to considering the matter when it is presented. (Section 706 of the Act).

Section 2.05 Fixing of Record Date. For the purpose of determining shareholders of any voting group entitled to: (i) notice of or to vote at any meeting of shareholders or any adjournment thereof; (ii) take action without a meeting; (iii) demand a special meeting; (iv) receive payment of any distribution or share dividend; or (v) take any other action, the board of directors may fix in advance a date as the record date (as defined in Section 102(28) of the Act) for one or more voting groups. As provided in Section 707(3) of the Act, a record date fixed pursuant to such section may not be more than 70 days prior to the date on which the particular action requiring such determination of shareholders is to be taken. If no record date is otherwise fixed by the board as provided herein, then the record date for the purposes set forth below shall be the close of business on the dates indicated:

(a) With respect to a determination of shareholders entitled to notice of and to vote at an annual or special meeting of shareholders, the day before the first notice is delivered to shareholders (see Section 707(2) of the Act);

(b) With respect to a determination of shareholders entitled to demand a special meeting of shareholders pursuant to Section 702(1)(b) of the Act, the later of (i) the earliest date of any of the demands pursuant to which the meeting is called, and (ii) the date that is sixty days prior to the date the first of the written demands pursuant to which the meeting is called is received by the corporation (see Section 702(2) of the Act);

(c) With respect to a determination of shareholders entitled to a share dividend, the date the board authorizes the share dividend (see Section 623(3) of the Act);

(d) With respect to a determination of shareholders entitled to take action without a meeting (pursuant to Section 2.12 of these bylaws and Section 704 of the Act) or entitled to be given notice of an action so taken, the date the first shareholder delivers to the corporation a writing upon which the action is taken (see Section 704(6) of the Act); and

(e) With respect to a determination of shareholders entitled to a distribution (other than one involving a purchase or reacquisition of shares for which no record date is necessary), the date the board of directors authorizes the distribution (see Section 640(2) of the Act).

A determination of shareholders entitled to notice of or to vote at any meeting of shareholders is effective for any adjournment of the meeting unless the board of directors fixes a new record date, which it must do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting (see Section 707(4) of the Act).

Section 2.06 Shareholder List for Meetings. The officer or agent having charge of the stock transfer books for shares of the corporation shall prepare a list of the names of all shareholders entitled to be given notice of, and to vote at, each meeting of shareholders, in compliance with the requirements of Section 720 of the Act. The list must be arranged by voting group and within each voting group by class or series of shares. The list must be in alphabetical order within each class or series of shares and must show the address of, and the number of shares held by, each shareholder. The shareholder list must be available for inspection by any shareholder, beginning on the earlier of (i) ten days before the meeting for which the list was prepared, or (ii) two business days after notice of the meeting is given, and continuing through the meeting and any adjournments thereof. The list must be available at the corporation's principal office or at a place identified in the meeting notice in the city where the meeting is to be held. A shareholder or a shareholder's agent or attorney is entitled on written demand to the corporation, and subject to the provisions of Sections 720 and 1603 of the Act, to inspect and copy the list during regular business hours, during the period it is available for inspection. The list is to be available at the meeting for which it was prepared, and any shareholder or any shareholder's agent or attorney is entitled to inspect the list at any time during the meeting for any purpose germane to the meeting. The shareholder list is to be maintained in written form or in another form capable of conversion into written form within a reasonable time (see Section 1601(4) of the Act).

Section 2.07 Shareholder Quorum and Voting Requirements. If the articles of incorporation or the Act provides for voting by a single voting group on a matter, action on that matter is taken when voted upon by that voting group.

Shares entitled to vote as a separate voting group may take action on a matter at a meeting only if a quorum of such shares exists with respect to that matter. Unless the articles of incorporation, a bylaw adopted pursuant to Section 2.07 hereof, or the Act provide otherwise, a majority of the votes entitled to be cast on the matter by the voting group constitutes a quorum of that group for action on that matter.

If the articles of incorporation or the Act provides for voting by two or more voting groups on a matter, action on that matter is taken only when voted upon by each of those voting groups counted separately. One voting group may vote on a matter even though another voting group entitled to vote on the matter has not voted.

Once a share is represented for any purpose at a meeting, including the purpose of determining that a quorum exists, it is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of the meeting, unless a new record date is or must be set for the adjourned meeting.

If a quorum exists, action on a matter (other than the election of directors) by a voting group is approved if the votes cast within the voting group favoring the action exceed the votes cast within the voting group opposing the action, unless the articles of incorporation, a bylaw adopted pursuant to Section 2.07 hereof, or the Act requires a greater number of affirmative votes. (See Sections 725 and 726 of the Act). Those matters as to which the Act provides for a special voting requirement, typically requiring the vote of a majority of all votes entitled to be cast, or a majority of all voting shares within each voting group which is entitled to vote separately, include certain amendments to the articles of incorporation, mergers, sales of substantially all corporate assets, and dissolution of the corporation.

Section 2.08 Increasing Quorum or Voting Requirements. As specified in Section 727 of the Act, the articles of incorporation may provide for a greater quorum or voting requirement for shareholders, or voting groups of shareholders, than is provided for by the Act; provided, however, that, pursuant to Section 31 A-5-402(l) of the Utah Insurance Code, the articles of incorporation may not require more than 50% of the shares represented for the approval of an action requiring shareholder approval. An amendment to the articles of incorporation that changes or deletes a greater quorum or voting requirement must meet the same quorum requirement and be adopted by the same vote and voting groups required to take action under the quorum and voting requirements then in effect. Pursuant to Section 1021 of the Act, if authorized by the articles of incorporation, the shareholders may adopt, amend, or repeal a bylaw that fixes a greater quorum or voting requirement for shareholders, or voting groups of shareholders, than is required by the Act. Any such action is subject to the provisions of Part 7 of the Act. A bylaw that fixes a greater quorum or voting requirement for shareholders as set forth in the preceding sentence may not be adopted, amended, or repealed by the board of directors.

Section 2.09 Proxies. At all meetings of shareholders, a shareholder may vote in person or by proxy. A shareholder may appoint a proxy by signing an appointment form, either personally or by the shareholder's attorney-in-fact, or by any of the other means set forth in Section 722 of the Act. A proxy appointment is valid for eleven months unless a longer period is expressly provided in the appointment form. The effectiveness and revocability of proxy appointments are governed by Section 722 of the Act.

As specified in Section 31-A-5-403 of the Utah Insurance Code, no person may, in connection with any meeting of shareholders, members, or policyholders of an insurer, buy or sell a vote or proxy for money or any other thing of value, or engage in any corrupt or dishonest practice in connection with the conduct of the shareholders' meeting.

Section 2.10 Voting of Shares. Unless otherwise provided in the articles of incorporation, in Section 721 of the Act, or other applicable law, each outstanding share, regardless of class, is entitled to one vote, and each fractional share is entitled to a corresponding fractional vote, on each matter voted on at a shareholders' meeting. Only shares are entitled to vote.

Except as otherwise provided by specific court order as contemplated by Section 721(2) of the Act, shares of this corporation are not entitled to be voted or to be counted in determining the total number of outstanding shares eligible to be voted if they are owned, directly or indirectly, by a second corporation, domestic or foreign, and this corporation owns, directly or indirectly, a majority of the shares entitled to vote for directors of the second corporation. The prior sentence shall not limit the power of the corporation to vote any shares, including its own shares, held by it in a fiduciary capacity. Redeemable shares are not entitled to be voted after notice of redemption is mailed to the holders and a sum sufficient to redeem the shares has been deposited with a bank, trust company, or other financial institution under an irrevocable obligation to pay the holders the redemption price on surrender of the shares.

Section 2.11 Corporation's Acceptance of Votes. If the name signed on a vote, consent, waiver, proxy appointment, or proxy appointment revocation corresponds to the name of a shareholder, the corporation, if acting in good faith, is entitled to accept the vote, consent, waiver, proxy appointment, or proxy appointment revocation and give it effect as the act of the shareholder, as provided in Section 724 of the Act.

If the name signed on a vote, consent, waiver, proxy appointment, or proxy appointment revocation does not correspond to the name of a shareholder, the corporation, if acting in good faith, is nevertheless entitled to accept the vote, consent, waiver, proxy appointment, or proxy appointment revocation and give it effect as the act of the shareholder if:

(a) the shareholder is an entity and the name signed purports to be that of an officer or agent of the entity;

(b) the name signed purports to be that of an administrator, executor, guardian, or conservator representing the shareholder and, if the corporation requests, evidence of fiduciary status acceptable to the corporation has been presented with respect to the vote, consent, waiver, proxy appointment, or proxy appointment revocation;

(c) the name signed purports to be that of a receiver or trustee in bankruptcy of the shareholder and, if the corporation requests, evidence of this status acceptable to the corporation has been presented with respect to the vote, consent, waiver, proxy appointment, or proxy appointment revocation;

(d) the name signed purports to be that of a pledgee, beneficial owner, or attorney-in-fact of the shareholder and, if the corporation requests, evidence acceptable to the corporation of the signatory's authority to sign for the shareholder has been presented with respect to the vote, consent, waiver, proxy appointment, or proxy appointment revocation;

(e) two or more persons are the shareholder as co- tenants or fiduciaries and the name signed purports to be the name of at least one of the co-tenants or fiduciaries and the person signing appears to be acting on behalf of all co- tenants or fiduciaries; or

(f) the acceptance of the vote, consent, waiver, proxy appointment, or proxy appointment revocation is otherwise proper under the rules established by the corporation that are not inconsistent with the provisions of Section 724 of the Act.

If shares are registered in the names of two or more persons, whether fiduciaries, members of a partnership, co- tenants, husband and wife as community property, voting trustees, persons entitled to vote under a shareholder voting agreement or otherwise, or if two or more persons, including proxy holders, have the same fiduciary relationship respecting the same shares, then unless the secretary of the corporation or other officer or agent entitled to tabulate votes is given written notice to the contrary and is furnished with a copy of the instrument or order appointing them or creating the relationship wherein it is so provided, their acts with respect to voting shall have the effects set forth in Section 724(3) of the Act.

The corporation is entitled to reject a vote, consent, waiver, proxy appointment, or proxy appointment revocation if the secretary or other officer or agent authorized to tabulate votes, acting in good faith, has reasonable basis for doubt about the validity of the signature on it or about the signatory's authority to sign for the shareholder.

The corporation and its officer or agent who accepts or rejects a vote, consent, waiver, proxy appointment, or proxy appointment revocation in good faith and in accordance with the standards of Section 724 of the Act are not liable in damages to the shareholder for the consequences of the acceptance or rejection.

Corporate action based on the acceptance or rejection of a vote, consent, waiver, proxy appointment, or proxy appointment revocation under this section and Section 724 of the Act is valid unless a court of competent jurisdiction determines otherwise.

Section 2.12 Action Without a Meeting. Unless otherwise provided in the articles of incorporation, and subject to the provisions of Section 704 of the Act, any action required or permitted to be taken at a meeting of the shareholders may be taken without a meeting and without prior notice, if one or more consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding shares having no less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all shares entitled to vote thereon were present and voted. Unless the written consents of all shareholders entitled to vote have been obtained, notice of any shareholder approval without a meeting shall be given at least ten days before the consummation of the action authorized by the approval. Such notice shall meet the requirements of, and be delivered to all shareholders identified in, Section 704(2) of the Act.

Any shareholder giving a written consent, or the shareholder's proxy holder, personal representative or transferee may revoke a consent by a signed writing describing the action and stating that the shareholder's prior consent is revoked, if the writing is received by the corporation prior to the effectiveness of the action, as provided in Section 704(3) of the Act.

An action taken by written consent of the shareholders as provided herein is not effective unless all written consents on which the corporation relies for the taking of the action are received by the corporation within a sixty day period. An action so taken is effective as of the date the last written consent necessary to effect the action is received by the corporation, unless all of the written consents necessary to effect the action specify a later date as the effective date of the action, in which case the later date shall be the effective date of the action.

Unless otherwise provided in these bylaws, the written consents may be received by the corporation by electronically transmitted facsimile or other form of communication providing the corporation with a complete copy thereof, including a copy of the signature thereto.

Notwithstanding the other provisions of this bylaw, directors may not be elected by written consent except by unanimous written consent of all shares entitled to vote for the election of directors.

As set forth in Section 2.04(d) above, if not otherwise determined as permitted by the Act and these bylaws, the record date for determining shareholders entitled to take action without a meeting or entitled to be given notice of any action so taken is the date the first shareholder delivers to the corporation a writing upon which the action is taken.

An action taken by written consent of the shareholders as provided herein has the same effect as action taken at a meeting of shareholders, and may be so described in any document.

Section 2.13 Voting Trusts and Agreements. Voting trusts and agreements may be entered into among the shareholders in compliance with the requirements of Sections 730, 731 and 732 of the Act.

Section 2.14 Voting for Directors. Unless otherwise provided in the articles of incorporation or the Act, each director is elected by a majority of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present, in accordance with the requirements and procedures set forth in Section 728 of the Act. If the articles of incorporation specifically allow shareholders to cumulate their votes for election of directors, then each shareholder shall be entitled to vote the number of votes derived by multiplying the number of directors to be elected times the number of his shares; such number of votes may be cast for one candidate or distributed among any number of candidates in the manner determined by the shareholder.

Section 2.15 Maintenance of Records and Shareholder Inspection Rights.

(a) *Corporate Records.* As required by Section 1601 of the Act, the corporation shall keep as permanent records minutes of all meetings of its shareholders and board of directors, a record of all actions taken by the shareholders or board of directors without a meeting, a record of all actions taken on behalf of the corporation by a committee of the board of directors in place of the board of directors, and a record of all waivers of notices of meetings of shareholders, meetings of the board of directors, or any meetings of committees of the board of directors. The corporation shall also maintain appropriate accounting and shareholder records as required by the statute. The corporation shall keep at its principal office those corporate records and documents identified in Section 1601(5) of the Act and listed in the following paragraph.

(b) *Inspection Rights of Records Required at Principal Office.* Pursuant to Section 1602(1) of the Act, a shareholder or director of the corporation (or such person's agent or attorney) who gives the corporation written notice of the demand at least five business days before the proposed inspection date, has the right to inspect and copy, during regular business hours, any of the following records, all of which the corporation is required to keep at its principal office:

(i) its articles of incorporation as then in effect;

(ii) its bylaws as then in effect;

(iii) the minutes of all shareholders' meetings, and records of all actions taken by shareholders without a meeting, for the past three years;

(iv) all written communications within the past three years to shareholders as a group or to the holders of any class or series of shares as a group;

(v) a list of the names and addresses of its current officers and directors;

(vi) its most recent annual report delivered to the Division; and

(vii) all financial statements prepared for periods ending during the last three years that a shareholder could request under Section 1605 of the Act.

(c) *Conditional Inspection Rights.* In addition to the inspection rights set forth in paragraph (b) above, as provided in Section 1602(2) of the Act, a shareholder or director of the corporation (or such person's agent or attorney) who gives the corporation a written demand in good faith and for a proper purpose at least five business days before the requested inspection date, and describes in the demand with reasonable particularity the records proposed to be inspected and the purpose of the inspection, is entitled to inspect and copy, during regular business hours at a reasonable location specified by the corporation, any of the following records of the corporation:

(i) excerpts from:

(A) minutes of any meeting, records of any action taken by the board of directors, or by a committee of the board of directors while acting on behalf of the corporation in place of the board of directors;

(B) minutes of any meeting of the shareholders;

(C) records of any action taken by the shareholders without a meeting; and

(D) waivers of notices of any meeting of the shareholders, of any meeting of the board of directors, or of any meeting of a committee of the board of directors;

(ii) accounting records of the corporation; and

(iii) the record of shareholders (compiled no earlier than the date of the demand for inspection).

For the purposes of paragraph (c), a proper purpose means a purpose reasonably related to the demanding party's interest as a shareholder or director. A party may not use any information obtained through the inspection or copying of records permitted by this paragraph (c) for any purposes other than those set forth in a proper demand as described above, and the officers of the corporation are authorized to take appropriate steps to ensure compliance with this limitation.

Section 2.16 Financial Statements and Share Information. Upon the written request of any shareholder, the corporation shall mail to the requesting shareholder:

(i) its most recent annual or quarterly financial statements showing in reasonable detail its assets and liabilities and the results of its operations, as required by Section 1605 of the Act; and

(ii) the information specified by Section 625(3) of the Act, regarding the designations, preferences, limitations, and relative rights applicable to each class and series of shares of the corporation, and the authority of the board of directors to determine variations for any existing or future class or series, as required by Section 1606 of the Act.

Section 2.17 Dissenters' Rights. Each shareholder of the corporation shall have the right to dissent from, and obtain payment of the fair value of shares held by such shareholder in the event of, any of the corporate actions identified in Section 1302 of the Act or otherwise designated in the articles of incorporation, these bylaws, or in a resolution of the board of directors.

Section 2.18 Shares Held by Nominees. As provided in Section 723 of the Act, the Board of Directors is authorized to establish for the corporation from time to time such procedures as the directors may determine to be appropriate, by which the beneficial owner of shares that are registered in a nominee is recognized by the corporation as a shareholder.

ARTICLE III

Board of Directors

Section 3.01 General Powers. As provided in Section 801 of the Act, all corporate powers shall be exercised by or under the authority of, and the business and affairs of the corporation shall be managed under the direction of the board of directors, subject to any limitation set forth in the articles of incorporation or in a shareholder agreement permitted by Section 732 of the Act. However, pursuant to Section 31A-5-417 of the Utah Insurance Code, without prior consent of the Commissioner of the Department of Insurance, the corporation may not either (a) enter into a contract that grants or surrenders the control of the corporation, or (b) enter into a contract granting or allowing a person to have the exclusive or dominant right to produce the entire insurance business of the corporation.

Section 3.02 Number, Tenure and Qualifications. Unless otherwise specifically provided in the articles of incorporation, and subject to the provisions of Section 803 of the Act, the number of directors of the corporation shall be as fixed from time to time by resolution of the board of directors or shareholders, but in no instance shall there be fewer directors than the minimum number required by Section 803 of the Act.

Each director shall hold office until the next annual meeting of shareholders (unless the articles of incorporation provide for staggering the terms of directors as permitted by Section 806 of the Act) or until removed. However, a director whose term expires shall continue to serve until such director's successor shall have been elected and qualified or until there is a decrease in the authorized number of directors. Notwithstanding, pursuant to Section 31A-5-408(4) of the Utah Insurance Code, no decrease in the authorized number of directors shall have the effect of shortening the term of any incumbent director. Unless required by the articles of incorporation, a director need not be a resident of Utah or a shareholder of the corporation pursuant to Section 31A-5-407(4) of the Insurance Code.

If the articles of incorporation authorize dividing the shares into classes or series, the articles of incorporation may also authorize the election of all or a specified number or portion of directors by the holders of one or more authorized classes or series of shares, as provided in Section 804 of the Act. A class or series of shares entitled to elect one or more directors is a separate voting group for purposes of the election of directors.

Section 3.03 Resignation. Any director may resign at any time by giving a written notice of resignation to the corporation. A director's resignation is effective when the notice is received by the corporation, or on such later date as may be specified in the notice of resignation. (Section 807 of the Act).

Section 3.04 Removal. The shareholders may remove one or more directors at a meeting called for that purpose, as contemplated by Section 808 of the Act, if the meeting notice states that a purpose of the meeting is such removal. The removal may be with or without cause unless the articles of incorporation provide that directors may be removed only for cause. If a director is elected by a voting group of shareholders, only the shareholders of that voting group may participate in the vote to remove the director. If the articles of incorporation provide for cumulative voting for the election of directors, a director may not be removed if a number of votes sufficient to elect the director under such cumulative voting is voted against removal. If cumulative voting is not in effect, a director may be removed only if the number of votes cast to remove the director exceeds the number of votes cast against removal. Pursuant to Section 31A-5-410(2) of the Utah Insurance Code, the corporation shall immediately report to the Commissioner of Insurance any removal of a director together with a statement of the reason for removal.

Section 3.05 Vacancies. Unless the articles of incorporation provide otherwise, if a vacancy occurs on the board of directors, including a vacancy resulting from an increase in the number of directors, the vacancy may be filled by the shareholders or the board of directors (as provided in Section 810 of the Act). If the directors remaining in office constitute fewer than a quorum of the board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office.

If the vacant office was held by a director elected by a voting group of shareholders, only the holders of the shares of that voting group are entitled to vote to fill the vacancy if it is filled by the shareholders.

A vacancy that will occur at a specific later date (by reason of a resignation effective at a later date or otherwise) may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

The terms of directors elected to fill vacancies shall expire at the next annual shareholders' meeting at which a director's election is held. If a new director is elected to fill a vacancy in a position having a term extending beyond the date of the next annual meeting of shareholders, the term of such new director is governed by Section 805(4) of the Act.

Section 3.06 Regular Meetings. Regular meetings of the board of directors may be held without notice of the date, time, place or purposes of the meetings. (Section 820 of the Act)

Section 3.07 Special Meetings. Special meetings of the board of directors may be called by or at the request of the president or any two (2) directors. The person or persons authorized to call special meetings of the board of directors may fix the time and place of the meetings so called. (Section 820 of the Act)

Section 3.08 Place of Meetings -- Meetings by Telephone. The board of directors may hold regular or special meetings in or out of the State of Utah. Unless the articles of incorporation or bylaws provide otherwise, the board of directors may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may hear each other during the meeting (Section 820(2) of the Act).

Section 3.09 Notice of Meetings. Unless the articles of incorporation, bylaws, or the Act provide otherwise, regular meetings of the board may be held without notice of the date, time, place, or purposes of the meeting. Unless the articles of incorporation or bylaws provide for a longer or shorter period, special meetings of the board of directors must be preceded by at least two days' notice of the date, time, and place of the meeting. The notice need not describe the purpose of the special meeting unless required by the articles of incorporation, bylaws, or the Act. (Section 822 of the Act)

The giving of notice of any meeting shall be governed by the rules set forth in Section 103 of the Act.

Section 3.10 Waiver of Notice. Any director may waive notice of any meeting before or after the date of the meeting, as provided in Section 823 of the Act. Except as provided in the next sentence, the waiver must be in writing, signed by the director entitled to the notice, and delivered to the corporation for filing with the corporate records (but delivery and filing are not conditions to its effectiveness). A director's attendance at or participation in a meeting waives any required notice to the director of the meeting unless the director at the beginning of the meeting, or promptly upon the director's arrival, objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice, and does not thereafter vote for or assent to action taken at the meeting.

Section 3.11 Quorum and Manner of Acting. As set forth in Section 824 of the Act (and unless otherwise specifically provided in the Utah Insurance Code), unless the articles of incorporation or these bylaws establish a different quorum requirement, a quorum of the board of directors consists of a majority of the number of directors fixed or prescribed in accordance with these bylaws, except that if a variable-range board is permitted by these bylaws and no resolution prescribing the exact number within the permitted range is in effect, then a quorum consists of a majority of the number of directors in office immediately before the meeting. The articles of incorporation or bylaws may authorize a quorum of the board of directors to consist of no fewer than one-third of the fixed or prescribed number of directors. Any adjustment of the then applicable quorum requirement is subject to the provisions of Section 1022 of the Act and Section 3.13 of these bylaws.

The affirmative vote of a majority of directors present at a meeting at which a quorum is present when the vote is taken shall be the act of the board of directors, unless the articles of incorporation, bylaws, or the Act require the vote of a greater vote of directors. Any action to change the percentage of directors needed to take action is subject to the provisions of Section 1022 of the Act and Section 3.13 of these bylaws.

As set forth in Section 824(4) of the Act, a director who is present at a meeting of the board of directors when corporate action is taken is considered to have assented to the action taken at the meeting unless:

(i) the director objects at the beginning of the meeting (or promptly upon arrival) to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to any action taken at the meeting;

(ii) the director contemporaneously requests that such director's dissent or abstention as to any specific action be entered into the minutes of the meeting; or

(iii) the director causes written notice of a dissent or abstention as to any specific action to be received by the presiding officer of the meeting before adjournment of the meeting or by the corporation promptly after adjournment of the meeting.

The right of dissent or abstention as to a specific action is not available to a director who votes in favor of the action taken.

Section 3.12 Action Without a Meeting. Unless the articles of incorporation, these bylaws or the Act provide otherwise, any action required or permitted to be taken by the board of directors at a meeting may be taken without a meeting if all the directors consent in writing to the action as permitted by Section 821 of the Act. Action is considered to have been taken by such written consents when the last director signs a writing describing the action taken, unless prior to that time any director has revoked a consent by a writing signed by the director and received by the secretary or other authorized officer of the corporation. An action so taken is effective at the time it is taken, unless the board of directors establishes a different effective date. An action taken by written consent of the directors as described in this section has the same effect as action taken at a meeting of directors and may be described as such in any document.

Section 3.13 Altering Quorum or Voting Requirements. As provided in Section 1022 of the Act, a bylaw that fixes a greater quorum or voting requirement for the board of directors than is required by the Act may be amended or repealed:

(i) if originally adopted by the shareholders, only by the shareholders, unless the bylaw specifically provided that it could be amended by a vote of either the shareholders or the board of directors; or

(ii) if originally adopted by the board of directors, by the shareholders or, unless otherwise provided in the articles of incorporation or bylaws, by the board of directors.

Action by the board of directors to amend or repeal a bylaw that changes the quorum or voting requirement for the board of directors must meet the same quorum requirement and be adopted by the same vote required to take action under the quorum and voting requirement then in effect or proposed to be adopted, whichever is greater.

Section 3.14 Compensation. Unless otherwise provided in the articles of incorporation or these bylaws, the board of directors may fix the compensation of directors, as permitted by Section 811 of the Act. Pursuant to Section 31A-5-416 of the Utah Insurance Code, the corporation shall report the fixing of any such compensation to the Commissioner of Insurance within 30 days after fixing the compensation. Pursuant to this authority, the directors may, by resolution, provide for directors to be paid their expenses, if any, of attendance at each meeting of the board of directors, and may be paid a stated salary as director or a fixed sum for attendance at each meeting of the board of directors or both. No such payment shall preclude any director from serving the corporation in any capacity and receiving compensation therefor.

Pursuant to Section 31A-5-416(7) of the Utah Insurance Code, if the corporation is placed into liquidation or rehabilitation, any contractual obligation of the corporation for unperformed services by a director is terminated (unless the Commissioner of Insurance determines otherwise).

Section 3.15 Committees.

(a) *Creation of Committees.* Unless the articles of incorporation or these bylaws provide otherwise, the board of directors may create one or more committees and appoint members of the board of directors to serve on them. Each committee must have three or more members, who serve at the pleasure of the board of directors (Section 825 of the Act and Section 31 A-5-412 of the Insurance Code).

(b) *Selection of Committee Members.* The creation of a committee and appointment of members to it must be approved by the greater of:

(i) a majority of all the directors in office when the action is taken; or

(ii) the number of directors required by the articles of incorporation or bylaws to take action under Section 824 of the Act and Section 3.11 of these bylaws.

(c) *Required Procedures.* Sections 820 and 824 of the Act, and Sections 3.06 through 3.11 of these bylaws, which govern meetings, action without meeting, notice, waiver of notice, and quorum and voting requirements of the board of directors, apply to committees and their members as well. When the board of directors is not in session, a committee may exercise the powers of the Board, except those powers described in Section 31 A-5-412(3) of the Utah Insurance Code.

(d) *Authority.* Unless limited by the articles of incorporation or these bylaws, each committee may exercise those aspects of the authority of the board of directors (as set forth in Section 801 of the Act and Section 3.01 of these bylaws) which the board of directors confers upon such committee in the resolution creating the committee.

(e) *Impact on Duty of Directors.* The creation of, delegation of authority to, or action by a committee does not alone constitute compliance by a director with the standards of conduct described in Section 840 of the Act and Section 31 A-5-412(I) of the Utah Insurance Code and referenced in Section 3.16 of these bylaws.

(f) Pursuant to Section 31 A-5-412(2) of the Insurance Code, the board of directors shall appoint and maintain an audit committee.

Section 3.16 Standards of Conduct. Each director is to discharge such director's duties as a director, including duties as a member of a committee, in compliance with the standards of conduct set forth in Section 840 of the Act and described in Article V of these bylaws.

Section 3.17 Limitation of Liability. If not already so provided in the articles of incorporation of this corporation, the corporation, as provided in Section 841 of the Act, may eliminate or limit the liability of directors to the corporation or to its shareholders for monetary damages for any action taken or any failure to take action as a director, by an amendment to its articles of incorporation, or by the adoption of a bylaw or resolution approved by the same percentage of shareholders as would be required to approve an amendment to the articles of incorporation to include such provision. No such provision may eliminate or limit the liability of a director for:

(i) the amount of a financial benefit received by a director to which the director is not entitled;

(ii) an intentional infliction of harm on the corporation or the shareholders;

(iii) an unlawful distribution in violation of the standards set forth in Section 842 of the Act as referenced in Section 3.18 of these bylaws;

(iv) an intentional violation of criminal law; or

(v) liability for any act or omission occurring prior to the date such a provision becomes effective.

A director who votes for or assents to a distribution in violation of Sections 16-100-84 or Section 16-6-43 of the Utah Code is jointly and severally liable to the corporation for any loss on the distribution.

Section 3.18 Liability for Unlawful Distributions. A director who votes for or assents to a distribution made in violation of the requirements of Section 640 of the Act, Section 31A-5-418 of the Utah Insurance Code, or the articles of incorporation, and who does not discharge such duties in compliance with the standards of conduct set forth in Section 840 of the Act and referenced in Sections 3.16 and 5.01 of these bylaws, is personally liable to the corporation for the amount by which the distribution exceeds the amount that could have been properly distributed, as provided in Section 842 of the Act.

Section 3.19 Conflicting Interest Transactions. Transactions in which a director has a conflicting interest will be handled in accordance with Sections 850 to 853 of the Act. In accordance with such sections, each "director's conflicting interest transaction" as defined therein, which has not otherwise been established to be fair to the corporation, is to be presented to the shareholders for approval in accordance with Section 853 of the Act and Section 31A-5-414 of the Utah Insurance Code, or approved by the directors in compliance with the requirements of Section 852 of the Act.

Directors may take action with respect to a director's conflicting interest transaction by the affirmative vote of a majority of those "qualified directors" (defined in Section 850 of the Act as essentially those directors without conflicting interests with respect to the transaction) on the board of directors or on a duly empowered and constituted committee of the board who voted on the transaction after receipt of the "required disclosure" (as defined in Sections 850 and 852(2) of the Act). For purposes of such action, a majority of the qualified directors on the board or on the committee, as the case may be, constitutes a quorum. Such action is not affected by the presence or vote of a director who is not a qualified director.

ARTICLE IV

Officers

Section 4.01 Number and Qualifications. The corporation shall, at all times, have no less than three (3) officers. The necessary principal offices of the corporation shall be the chief executive officer, president, treasurer and a secretary, each of whom shall be appointed by the board of directors. The corporation may also have such other officers and assistant officers as the board of directors in its discretion may determine, by resolution, to be appropriate, including a chairman of the board, vice-president, a controller, assistant secretaries and assistant treasurers. All such officers shall be appointed by the board of directors, except that if specifically authorized by the board of directors, an officer may appoint one or more officers or assistant officers (see Section 830 of the Act). The principal offices shall be held by at least three separate natural persons. Except for the three principal offices set forth in this Section 4.01, the same individual may simultaneously hold more than one office in the corporation.

Section 4.02 Appointment and Term of Office. The officers of the corporation shall be appointed by the board of directors (or, to the extent permitted by Section 4.01 above, by an officer specifically authorized by the board to make such appointments), for such terms as may be determined by the board of directors. Neither the appointment of an officer nor the designation of a specified term creates or grants to the officer any contract rights, and the board can remove the officer at any time prior to the termination of any term for which the officer may have been appointed. If no other term is specified, officers shall hold office until they resign, die, or until they are removed or replaced in the manner provided in Section 4.03 below, or Section 832 of the Act.

Section 4.03 Removal and Resignation of Officers. Any officer or agent of the corporation may be removed or replaced by the board of directors at any time with or without cause, as permitted by Section 832 of the Act. The election of a replacement officer shall constitute the removal of the person previously holding such office. An officer may resign at any time by giving written notice of the resignation to the corporation. Resignations shall become effective as provided in Section 832 of the Act. An officer's resignation or removal does not affect the contract rights of the parties, if any (See Section 833 of the Act).

Section 4.04 Authority and Duties. The officers of the corporation shall have the authority and perform the duties specified below and as may be additionally specified by the president, the board of directors or these bylaws (and in all cases where the duties of any officer are not prescribed by the bylaws or by the board of directors, such officer shall follow the orders and instructions of the president), except that in any event each officer shall exercise such powers and perform such duties as may be required by law:

(a) Chief Executive Officer. The chief executive officer shall, subject to the direction and supervision of the board of directors, (i) have general and active control of the affairs and business of the corporation and general supervision of its officers, agents and employees; (ii) unless there is a chairman of the board, preside at all meetings of the shareholders and the board of directors; (iii) see that all orders and resolutions of the board of directors are carried into effect; and (iv) perform all other duties incident to the office of chief executive officer and as from time to time may be assigned to the chief executive officer by the board of directors. The chief executive officer may sign, subject to such restrictions and limitations as may be imposed from time to time by the board of directors, deeds, mortgages, bonds, contracts or other instruments which have been duly approved for execution.

(b) President. The president shall, subject to the direction and supervision of the chief executive officer, (i) have general and active control of the affairs and business of the corporation and general supervision of its officers, agents and employees; (ii) if so designated by the chief executive officer, see that all orders and resolutions of the board of directors are carried into effect; and (iii) perform all other duties incident to the office of president and as from time to time may be assigned to the president by the board of directors or the chief executive officer. The president may sign, with the secretary or any other proper officer of the corporation authorized to take such action, certificates for shares of the corporation. The president may also sign, subject to such restrictions and limitations as may be imposed from time to time by the board of directors, deeds, mortgages, bonds, contracts or other instruments which have been duly approved for execution.

(c) Vice-Presidents. The vice-president, if any (or if there is more than one then each vice-president), shall assist the president and shall perform such duties as may be assigned by the president or by the board of directors. The vice-president, if there is one (or if there is more than one then the vice-president designated by the board of directors, or if there be no such designation then the vice-presidents in order of their election), shall, at the request of the president, or in the event of the president's absence or inability or refusal to act, perform the duties of the president and when so acting shall have all the powers of and be subject to all the restrictions upon the president. Any vice-president may sign, with the secretary or an assistant secretary, certificates for shares of the corporation the issuance of which have been authorized by resolution of the board of directors. Vice-presidents shall perform such other duties as from time to time may be assigned to them by the president or by the board of directors. Assistant vice-presidents, if any, shall have such powers and perform such duties as may be assigned to them by the president or by the board of directors.

(d) Secretary. The secretary shall: (i) have responsibility for the preparation and maintenance of minutes of the proceedings of the shareholders and of the board of directors; (ii) have responsibility for the preparation and maintenance of the other records and information required to be kept by the corporation under Section 1601 of the Act and Section 2.16 of these bylaws; (iii) see that all notices are duly given in accordance with the provisions of these bylaws or as required by the Act or other applicable law; (iv) be custodian of the corporate records and of any seal of the corporation; (v) when requested or required, authenticate any records of the corporation; (vi) keep a register of the post office address of each shareholder which shall be furnished to the secretary by such shareholder; (vii) sign with the president, or a vice-president, certificates for shares of the corporation, the issuance of which shall have been authorized by resolution of the board of directors; (viii) have general charge of the stock transfer books of the corporation, unless the corporation has a transfer agent; and (ix) in general perform all duties incident to the office of secretary, including those identified in the Act, and such other duties as from time to time may be assigned to the secretary by the president or the board of directors. Assistant secretaries, if any, shall have the same duties and powers, subject to supervision by the secretary.

(e) Treasurer. The treasurer shall: (i) be the principal financial officer of the corporation and have responsibility for the care and custody of all its funds, securities, evidences of indebtedness and other personal property and deposit and handle the same in accordance with instructions of the board of directors; (ii) receive and give receipts and acquittances for moneys paid in on account of the corporation, and pay out of funds on hand all bills, payrolls and other just debts of the corporation of whatever nature upon maturity; (iii) unless there is a controller, be the principal accounting officer of the corporation and as such prescribe and maintain the methods and systems of accounting to be followed, keep complete books and records of account, prepare and file all local, state and federal tax returns, prescribe and maintain an adequate system of internal audit and prepare and furnish to the president and the board of directors statements of account showing the financial position of the corporation and the results of its operations; (iv) upon request of the board, make such reports to it as may be required at any time; and (v) perform all other duties incident to the office of treasurer and such other duties as from time to time may be assigned by the board of directors or the president. Assistant treasurers, if any, shall have the same powers and duties, subject to supervision by the treasurer.

Section 4.05 Surety Bonds. The board of directors may require any officer or agent of the corporation to provide to the corporation a bond, in such sums and with such sureties as may be satisfactory to the board, conditioned upon the faithful performance of such individual's duties and for the restoration to the corporation of all books, papers, vouchers, money, securities and other property of whatever kind in such officer's possession or under such officer's control belonging to the corporation.

Section 4.06 Compensation. Subject to the limitations and provisions of Section 31A-5-416 of the Utah Insurance Code, officers shall receive such compensation for their services as may be authorized or ratified by the board of directors and no officer shall be prevented from receiving compensation by reason of the fact that such officer is also a director of the corporation. Appointment as an officer shall not of itself create a contract or other right to compensation for services performed as such officer.

ARTICLE V

Standards of Conduct for Officers and Directors

Section 5.01 Standards of Conduct. As provided in Section 840 of the Act, each director is required to discharge his or her duties as a director, including duties as a member of a committee, and each officer with discretionary authority is required to discharge his or her duties under that authority, in a manner consistent with the following standards of conduct:

(i) in good faith;

(ii) with the care an ordinarily prudent person in a like position would exercise under similar circumstances; and

(iii) in a manner the director or officer reasonably believes is in the best interests of the corporation.

Section 5.02 Reliance on Information and Reports. In discharging his or her duties, a director or officer is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by:

(i) one or more officers or employees of the corporation whom the director or officer reasonably believes to be reliable and competent in the matters presented;

(ii) legal counsel, public accountants, or other persons as to matters the director or officer reasonably believes are within the person's professional or expert competence; or

(iii) in the case of a director, a committee of the board of directors of which such director is not a member, if the director reasonably believes the committee merits confidence.

A director or officer is not acting in good faith in relying on any such information, opinions, reports or statements if such director or officer has knowledge concerning the matter in question that makes reliance otherwise permitted as set forth above unwarranted.

Section 5.03 Limitation on Liability. A director or officer is not liable for any action taken, or any failure to take any action as an officer or director, as the case may be, if the duties of the office have been performed in compliance with the provisions of this Article 5, and Section 840 of the Act (concerning the exemptions from an officer's or director's exemption from liability), and Section 31A-5-415 of the Utah Insurance Code.

ARTICLE VI

Indemnification

Section 6.01 Indemnification of Directors.

(a) *Permitted Indemnification.* Pursuant to Section 902 of the Act, unless otherwise provided in the articles of incorporation as permitted by Section 909 of the Act, the corporation shall indemnify any individual made a party to a proceeding because such individual is or was a director of the corporation, against liability incurred in the proceeding if the corporation has authorized the payment in accordance with Section 906 of the Act and a determination has been made in accordance with the procedures set forth in Section 906(2) of the Act that the director has met the applicable standards of conduct as set forth below and in Section 902 of the Act:

(i) the individual's conduct was in good faith; and

(ii) the individual reasonably believed that his or her conduct was in, or not opposed to, the corporation's best interests; and

(iii) in the case of any criminal proceeding, the individual had no reasonable cause to believe his or her conduct was unlawful.

However, pursuant to Section 31A-5-415(2) of the Utah Insurance Code, no indemnification may be paid until 30 or more days after sending notice to the Commissioner of Insurance of the full details of the proposed indemnification.

(b) *Limitation on Permitted Indemnification.* As provided in Section 902(4) of the Act, the corporation shall not indemnify a director under Section 6.01 (a) above:

(i) in connection with a proceeding by or in the right of the corporation in which the director was adjudged liable to the corporation; or

(ii) in connection with any other proceeding charging that the director derived an improper personal benefit, whether or not involving action in the director's official capacity, in which proceeding the director was adjudged liable on the basis that the director derived an improper personal benefit.

(c) *Indemnification in Derivative Actions Limited.* Indemnification permitted under Section 6.01(a) and Section 902 of the Act in connection with a proceeding by or in the right of the corporation is limited to reasonable expenses incurred in connection with the proceeding.

(d) *Mandatory Indemnification.* As set forth in Section 903 of the Act, unless limited by its articles of incorporation, a corporation shall indemnify a director who was successful, on the merits or otherwise, in the defense of any proceeding, or in the defense of any claim, issue, or matter in the proceeding, to which the director was a party because the director is or was a director of the corporation, against reasonable expenses incurred by the director in connection with the proceeding or claim with respect to which the director has been successful.

Section 6.02 Advance Expenses for Directors. Pursuant to the provisions of Section 904 of the Act, if a determination is made, following the procedures of Section 906(b) of the Act, that a director has met the following requirements; and if an authorization of payment is made, following the procedures and standards set forth in Section 906 of the Act, then unless otherwise provided in the articles of incorporation, the corporation may pay for or reimburse the reasonable expenses incurred by a director who is a party to a proceeding in advance of final disposition of the proceeding, if:

(i) the director furnishes the corporation a written affirmation of the director's good faith belief that the director has met the applicable standard of conduct described in Section 5.01 of these bylaws and Section 902 of the Act;

(ii) the director furnishes to the corporation a written undertaking, executed personally or on such director's behalf, to repay the advance if it is ultimately determined that the director did not meet the standard of conduct; and

(iii) a determination is made that the facts then known to those making the determination would not preclude indemnification under Sections 901 through 909 of the Act.

Section 6.03 Indemnification of Officers. Employees, Fiduciaries, and Agents. Unless otherwise provided in the articles of incorporation, and pursuant to Section 907 of the Act:

(i) an officer of the corporation is entitled to mandatory indemnification under Section 903 of the Act, and is entitled to apply for court-ordered indemnification under Section 905 of the Act, in each case to the same extent as a director;

(ii) the corporation may indemnify and advance expenses to an officer, employee, fiduciary, or agent of the corporation to the same extent as to a director; and

(iii) the corporation may also indemnify and advance expenses to an officer, employee, fiduciary, or agent who is not a director to a greater extent, if not inconsistent with public policy, and if provided for by its articles of incorporation, these bylaws, action of the board of directors, or contract.

Section 6.04 Insurance. As provided in Section 908 of the Act, the corporation may purchase and maintain liability insurance on behalf of a person who is or was a director, officer, employee, fiduciary, or agent of the corporation, or who, while serving as a director, officer, employee, fiduciary, or agent of the corporation, is or was serving at the request of the corporation as a director, officer, partner, trustee, employee, fiduciary, or agent of another foreign or domestic corporation or other person, or of an employee benefit plan, against liability asserted against or incurred by such person in that capacity or arising from such person's status as a director, officer, employee, fiduciary, or agent, whether or not the corporation would have power to indemnify such person against the same liability under Article VI of these bylaws or Sections 902, 903 or 907 of the Act. Insurance may be procured from any insurance company designated by the board of directors, whether the insurance company is formed under the laws of this state or any other jurisdiction, including any insurance company in which the corporation has an equity or any other interest through stock ownership or otherwise.

Section 6.05 Scope of Indemnification. The indemnification and advancement of expenses authorized by this Article VI is intended to permit the corporation to indemnify to the fullest extent permitted by the laws of the State of Utah any and all persons whom it shall have power to indemnify under such laws from and against any and all of the expenses, disabilities, or other matters referred to in or covered by such laws. Any indemnification or advancement of expenses hereunder, unless otherwise provided when the indemnification or advancement of expenses is authorized or ratified, is intended to be applicable to acts or omissions that occurred prior to the adoption of this Article, shall continue as to any party during the period such party serves in any one or more of the capacities covered by this Article, shall continue thereafter so long as the party may be subject to any possible proceeding by reason of the fact that such party served in any one or more of the capacities covered by this Article, and shall inure to the benefit of the estate and personal representatives of such person. Any repeal or modification of this Article or of any Section or provision hereof shall not affect any right or obligations then existing. All rights to indemnification under this Article shall be deemed to be provided by a contract between the corporation and each party covered hereby.

Section 6.06 Other Rights and Remedies. The rights to indemnification and advancement of expenses provided in this Article VI shall be in addition to any other rights which a party may have or hereafter acquire under any applicable law, contract, order, or otherwise.

Section 6.07 Severability. If any provision of this Article shall be held to be invalid, illegal or unenforceable for any reason, the remaining provisions of this Article shall not be affected or impaired thereby, but shall, to the fullest extent possible, be construed so as to give effect to the intent of this Article that each party covered hereby is entitled to the fullest protection permitted by law.

ARTICLE VII

Stock

Section 7.01 Issuance of Shares. Except to the extent any such powers may be reserved to the shareholders by the articles of incorporation, as provided in section 621 of the Act the board of directors may authorize the issuance of shares for consideration consisting of any tangible or intangible property or benefit to the corporation, including cash, promissory notes, services performed, contracts or arrangements for services to be performed, or other securities of the corporation. The terms and conditions of any tangible or intangible property or benefit to be provided in the future to the corporation, including contracts or arrangements for services to be performed, are to be set forth in writing.

Before the corporation issues shares, the board of directors must determine that the consideration received or to be received for the shares to be issued is adequate.

Only if so provided by the articles of incorporation, holders of shares of stock of the corporation shall have preemptive or preferential rights of subscription to any shares of stock of the corporation, whether now or hereafter authorized, or to any obligations convertible into stock of the corporation, issued or sold. The term "convertible obligations" as used herein shall include any notes, bonds, or other evidences of indebtedness to which are attached or with which are issued warrants or other rights to purchase stock of the corporation.

The board of directors may authorize a committee of the board of directors, or an officer of the corporation, to authorize or approve the issuance or sale, or contract for sale of shares, within limits specifically prescribed by the board of directors.

Section 7.02 Certificates for Shares: Shares Without Certificates.

(a) *Use of Certificates.* As provided in Section 625 of the Act, shares of the corporation may, but need not be, represented by certificates. Unless the Act or another applicable statute expressly provides otherwise, the rights and obligations of shareholders are not affected by whether or not their shares are represented by certificates.

(b) *Content of Certificates.* Certificates representing shares of the corporation must, at a minimum, state on their face:

(i) the name of the corporation, and that it is organized under the laws of Utah;

(ii) the name of the person to whom the certificate is issued; and

(iii) the number and class of shares and the designation of the series, if any, the certificate represents.

If the corporation is authorized to issue different classes of shares or different series within a class, the designations, preferences, limitations, and relative rights applicable to each class, the variations in preferences, limitations, and relative rights determined for each series, and the authority of the board of directors to determine variations for any existing or future class or series, must be summarized on the front or back of each certificate. Alternatively, each certificate may state conspicuously on its front or back that the corporation will furnish the shareholder such information on request in writing and without charge.

Each share certificate must be signed by the president or a vice-president and by the secretary or an assistant secretary, or by any two other officers as may be designated in these bylaws or by the board of directors. Each certificate for shares is to be consecutively numbered or otherwise identified.

(c) *Shares Without Certificates.* As provided in Section 626 of the Act, unless the articles of incorporation or these bylaws provide otherwise, the board of directors may authorize the issuance of some or all of the shares of any or all of its classes or series without certificates. Such an authorization will not affect shares already represented by certificates until they are surrendered to the corporation.

Within a reasonable time after the issuance or transfer of shares without certificates, the corporation shall send the shareholder a written statement of the information required on certificates by Section 627 and Subsections 625(2) and (3) of the Act, as summarized in Section 7.02(b) above.

(d) *Shareholder List.* The corporation shall maintain a record of the names and addresses of the persons to whom shares are issued, in a form meeting the requirements of Section 1601(3) of the Act.

(e) *Transferring Certificated Shares.* All certificates surrendered to the corporation for transfer shall be canceled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and canceled, except that in case of a lost, destroyed, or mutilated certificate a new one may be issued therefor upon such terms and indemnity to the corporation as the board of directors may prescribe.

(f) *Registration of the Transfer of Shares.* Registration of the transfer of shares of the corporation shall be made only on the stock transfer books of the corporation. In order to register a transfer, the record owner shall surrender the shares to the corporation for cancellation, properly endorsed by the appropriate person or persons with reasonable assurances that the endorsements are genuine and effective. Unless the corporation has established a procedure by which a beneficial owner of shares held by a nominee is to be recognized by the corporation as the owner, the person in whose name shares stand on the books of the corporation shall be deemed by the corporation to be the owner thereof for all purposes.

Section 7.03 Restrictions on Transfer of Shares Permitted. As contemplated by Section 627 of the Act, the articles of incorporation, these bylaws, an agreement among shareholders, or an agreement between one or more shareholders and the corporation may impose restrictions on the transfer or registration of transfer of shares of the corporation. A restriction does not affect shares issued before the restriction was adopted unless the holders of the shares are parties to the restriction agreement or voted in favor of the restriction or otherwise consented to the restriction.

A restriction on the transfer or registration of transfer of shares may be authorized for any of the purposes set forth in Section 627(3) of the Act. A restriction on the transfer or registration of transfer of shares is valid and enforceable against the holder or a transferee of the holder if the restriction is authorized by this section and its existence is noted conspicuously on the front or back of the certificate, or is contained in the information statement required by Section 7.02(c) of these bylaws with regard to shares issued without certificates. Unless so noted, a restriction is not enforceable against a person without knowledge of the restriction.

Section 7.04 Acquisition of Shares by the Corporation. Subject to the limitations on distributions set forth in Section 640 of the Act and any other restrictions imposed by Section 31A-5-307 of the Utah Insurance Code and other applicable law, the corporation may acquire its own shares, as authorized by Section 631 of the Act, and shares so acquired constitute authorized but unissued shares.

If the articles of incorporation prohibit the reissuance of acquired shares, the number of authorized shares is reduced by the number of shares acquired by the corporation, effective upon amendment of the articles of incorporation, which amendment may be adopted by the board of directors without shareholder action, as provided in Sections 631(b) and 1002 of the Act. Articles of amendment affecting such an amendment must meet the requirements of Section 631(3) of the Act.

ARTICLE VIII

Dividends

Section 8.01 Dividends. Dividends may be declared by the Board of Directors at any regular or special meeting and may be paid in cash, in property, or in shares of the capital stock of the Company, subject to the provisions of the Company's Articles of Incorporation and to the applicable laws of Utah. The declaration and payment of dividends shall be at the discretion of the Board of Directors.

ARTICLE IX

Amendments to Bylaws

Section 9.01 Authority to Amend. As provided in Section 1020 of the Act, the corporation's board of directors may amend these bylaws at any time, except to the extent that the articles of incorporation, these bylaws, or the Act reserve such power exclusively to the shareholders, in whole or part. The directors may not adopt, amend or repeal a bylaw that fixes a greater quorum or voting requirement for shareholders. Any such bylaw may be adopted, amended or repealed only by the shareholders as provided in Section 9.02 below.

The corporation's shareholders may amend these bylaws at any time.

Section 9.02 Bylaw Changing Quorum or Voting Requirement for Shareholders. If authorized by the articles of incorporation, the shareholders may adopt, amend, or repeal a bylaw that fixes a greater quorum or voting requirement for shareholders, or voting groups of shareholders, than is required by the Act. Such action is subject to the provisions of Part 7 of the Act, Section 31A-5-402 of the Utah Insurance Code, and Section 2.08 of these bylaws.

Section 9.03 Bylaw Changing Quorum or Voting Requirement for Directors.

(a) *Amendment.* A bylaw that fixes a greater quorum or voting requirements for the board of directors than is required by the Act may be amended or repealed as permitted by Section 1022 of the Act and Section 3.13 of these bylaws:

(i) if originally adopted by the shareholders, only by the shareholders, unless otherwise permitted as contemplated by Subsection (b) below; or

(ii) if originally adopted by the board of directors, by the shareholders or unless otherwise provided in the articles of incorporation or these bylaws, by the board of directors.

(b) *Restriction on Amendment.* A bylaw adopted or amended by the shareholders that fixes a greater quorum or voting requirement for the board of directors may provide that it may be amended or repealed only by a specified vote of either the shareholders or the board of directors.

(c) *Required Vote to Amend.* Action by the board of directors under Subsection (a)(ii) above to amend or repeal a bylaw that changes the quorum or voting requirement for the board of directors must meet the same quorum requirement and be adopted by the same vote required to take action under the quorum and voting requirement then in effect or proposed to be adopted, whichever is greater.

ARTICLE X

Miscellaneous

Section 10.01 Fiscal Year. The fiscal year of the corporation shall be as established by the board of directors.

(END)

Exhibit 11

Directors & Officers of Aetna Health of Utah Inc.	
Name	**Position**
Brett R. Clay	Director
Jamie Lyn Gough	Director
Catherine Noelle Gaffigan	Director & President/Chief Executive Officer
Matthew McGuinness	Director & Chief Financial Officer
Tracy Louise Smith	Vice President and Treasurer
Edward Chung-I Lee	Vice President and Secretary
Frank Ferris Chronister III	Assistant Controller
Peter Keller	Assistant Controller
Bryan James Lane	Assistant Controller
Whitney Dorothy Lavoie (Nazarko)	Assistant Controller
Kevin James Casey	Senior Investment Officer
Robert Joseph Parslow	Corporate Controller
Lisa M. Carrara	Vice President
Anne E. Kelly Berg	Assistant Vice President
Jennifer L. Pomponi	Assistant Vice President
Lindsay A. Chuey	Assistant Treasurer
Robert Sean Healy	Assistant Treasurer
Marc A. Parr	Assistant Treasurer
Diane E. Steponaitis	Assistant Treasurer
Sheelagh M. Beaulieu	Assistant Secretary
WendyAnn M. Cianci	Assistant Secretary
Jeffrey E. Clark	Assistant Secretary
Deborah E. Finch	Assistant Secretary
Andrew Gallacher	Assistant Secretary
Kenneth Kubes	Assistant Secretary
Leila Nowroozi	Assistant Secretary
Thomas J. Rolwing	Assistant Secretary
Rajini Sharma	Assistant Secretary
Christopher Arthur Ciano	CEO of Medicare
Kevin J. Grozio	CFO of Medicare
Terri Ann Swanson	COO of Medicare
Paul Conlin	Actuary

Exhibit 12

Nevada IVL ACA Membership & Financial Projections

IVL ACA Marketplace Pro Forma	2022	2023	2024
Market Size	71,745	71,386	71,029
Membership	**5,307**	**7,538**	**9,176**
Member Months	57,574	81,773	99,547
Market Share	7.4%	10.6%	12.9%
Premium	$ 29,323,177	$ 43,730,697	$ 55,897,590
Claims Cost (w/Risk Adj.)	$ 24,278,554	$ 35,845,396	$ 45,360,231
UW Margin	**$ 5,044,624**	**$ 7,885,301**	**$ 10,537,359**
MBR	82.8%	82.0%	81.1%
Total Admin Expense	**$ 5,340,553**	**$ 7,497,494**	**$ 9,027,014**
SG&A Expense	$ 3,197,323	$ 4,342,023	$ 5,043,292
Selling Expense	$ 2,143,231	$ 3,155,471	$ 3,983,722
BFIT	***$ (295,930)***	***$ 387,807***	***$ 1,510,344***
BFIT % Prem	***-1.0%***	***0.9%***	***2.7%***

PMPM ACA Marketplace Pro Forma	2022	2023	2024
Premium	$ 509.31	$ 534.78	$ 561.52
Claims Cost (w/Risk Adj.)	$ 421.69	$ 438.35	$ 455.67
UW Margin	**$ 87.62**	**$ 96.43**	**$ 105.85**
Total Admin Expense	$ 92.76	$ 91.69	$ 90.68
G&A	$ 55.05	$ 52.62	$ 50.18
Other Taxes	$ 0.48	$ 0.48	$ 0.48
Broker Commission	$ 9.98	$ 9.98	$ 9.98
Premium Taxes	$ 18.08	$ 18.98	$ 19.93
Exchange User Fee	$ 9.17	$ 9.62	$ 10.10
BFIT PMPM	**$ (5.14)**	**$ 4.74**	**$ 15.17**
BFIT % Prem	**-1.0%**	**0.9%**	**2.7%**

Total Admin % of Rev	18.2%	17.1%	16.1%
Trend		4.0%	4.0%
Premium		5.0%	5.0%

Comments:

Member Months factor *10.85*

Tax (Premium tax 3.5% + Assessment Expense 0.05%)

Exchange User Fee (3.05%, applied to on-exchange membership)

Exhibit 13

Full 5-Year P&L View

	Dollars ($M)						
	CY2021	CY2022	CY2023	CY2024	CY2025	CY2026	TOTAL
Member Months		559,946	1,451,584	1,480,616	1,510,228	1,540,432	**6,542,805**
Avg Members		46,662	120,965	123,385	125,852	128,369	**109,047**
Gross Revenue		$176.7	$468.4	$492.3	$517.1	$543.1	**$2,197.7**
Net Revenue (excl pass-thrus/prem tax)		$170.5	$452.0	$475.0	$499.0	$524.1	**$2,120.5**
Gross Medical Expense		$153.8	$401.3	$419.1	$439.1	$460.0	**$1,873.2**
Net MedEx (excl pass-thrus)		$153.8	$401.3	$419.1	$439.1	$460.0	**$1,873.2**
Admin Expense	$0.0	$20.2	$40.5	$41.5	$43.5	$45.6	**$191.2**
Taxes		$6.2	$16.5	$17.3	$18.2	$19.1	**$77.2**
Run Rate BFIT	$0.0	($3.5)	$10.2	$14.5	$16.3	$18.5	**$56.0**
Start-up Costs	$4.6	$1.7					**$6.4**
Reserve Margin Build		$4.1	$0.8	$0.4	$0.4	($5.6)	**$0.0**
Financial Statement BFIT	($4.6)	($9.3)	$9.3	$14.1	$15.9	$24.1	**$49.6**
MBR (Financial Statement)		89.3%	85.8%	85.2%	85.0%	83.7%	**85.2%**
Expense Ratio (Includes Prem Tax)		15.9%	12.2%	11.9%	11.9%	11.9%	**12.5%**
Financial Statement BFIT %		(5.3%)	2.0%	2.9%	3.1%	4.4%	**2.3%**
MBR (Run Rate)		90.2%	88.8%	88.2%	88.0%	87.8%	**88.3%**
Expense Ratio		11.8%	9.0%	8.7%	8.7%	8.7%	**9.0%**
Run Rate BFIT %		(2.1%)	2.2%	3.1%	3.3%	3.5%	**2.6%**

	PMPM ($)					
CY2022	CY2023	CY2024	CY2025	CY2026	TOTAL
559,946	1,451,584	1,480,616	1,510,228	1,540,432	**6,542,805**
46,662	120,965	123,385	125,852	128,369	**109,047**
$315.57	$322.71	$332.48	$342.40	$352.58	**$335.89**
$304.46	$311.37	$320.81	$330.38	$340.21	**$324.09**
$274.70	$276.47	$283.03	$290.73	$298.61	**$286.31**
$274.70	$276.47	$283.03	$290.73	$298.61	**$286.31**
$36.01	$27.89	$28.00	$28.83	$29.60	**$29.23**
$11.11	$11.34	$11.67	$12.02	$12.38	**$11.80**
($6.26)	$7.00	$9.79	$10.82	$12.00	**$8.56**
					$0.97
$7.23	$0.56	$0.24	$0.28	($3.66)	**$0.00**
($13.49)	$6.44	$9.55	$10.55	$15.66	**$7.58**
89.3%	85.8%	85.2%	85.0%	83.7%	**85.2%**
14.9%	12.2%	11.9%	11.9%	11.9%	**12.5%**
(4.3%)	2.0%	2.9%	3.1%	4.4%	**2.3%**
90.2%	88.8%	88.2%	88.0%	87.8%	**88.3%**
11.8%	9.0%	8.7%	8.7%	8.7%	**9.0%**
(2.1%)	2.2%	3.1%	3.3%	3.5%	**2.6%**

- Financial Statement MBR = [Gross Medical Expense + Reserve Margin Build] / Gross Revenue
- Run Rate MBR = Net Medical Expense / Net Revenue
- Margin builds with ramp of managed care savings as well as membership growth through Year 1, which lowers admin load
- Financial statement view includes reserve margin build in Year 1, which is then released in Year 5
- Gross revenue includes 3.5% premium tax
- P&L includes impact of 3% pre-tax community reinvestment, currently estimated at $2M for 5-year period

Exhibit 14

Applicant Company Name: Aetna Health of Utah Inc. NAIC No. 95407
FEIN: 87-0345631

Uniform Consent to Service of Process

X Original Designation ____ Amended Designation (must be submitted directly to states)

Applicant Company Name: Aetna Health of Utah Inc

Previous Name (if applicable): Altius Health Plans, Inc.

Home Office Address: 10150 S. Centennial Parkway

City, State, Zip: Sandy, UT 84070 NAIC CoCode: ____

The Applicant Company named above, organized under the laws of Utah, for purposes of complying with the laws of the State(s) designate hereunder relating to the holding of a certificate of authority or the conduct of an insurance business within said State(s), pursuant to a resolution adopted by its board of directors or other governing body, hereby irrevocably appoints the officers of the State(s) and their successors identified in Exhibit A, or where applicable appoints the required agent so designated in Exhibit A hereunder as its attorney in such State(s) upon whom may be served any notice, process or pleading as required by law as reflected on Exhibit A in any action or proceeding against it in the State(s) so designated; and does hereby consent that any lawful action or proceeding against it may be commenced in any court of competent jurisdiction and proper venue within the State(s) so designated; and agrees that any lawful process against it which is served under this appointment shall be of the same legal force and validity as if served on the entity directly. This appointment shall be binding upon any successor to the above named entity that acquires the entity's assets or assumes its liabilities by merger, consolidation or otherwise; and shall be binding as long as there is a contract in force or liability of the entity outstanding in the State. The entity hereby waives all claims of error by reason of such service. The entity named above agrees to submit an amended designation form upon a change in any of the information provided on this power of attorney.

Applicant Company Officers' Certification and Attestation

One of the two Officers (listed below) of the Applicant Company must read the following very carefully and sign:

1. I acknowledge that I am authorized to execute and am executing this document on behalf of the Applicant Company

2. I hereby certify under penalty of perjury under the laws of the applicable jurisdictions that all of the forgoing is true and correct, executed at Hartford, Connecticut.

Date — Signature of President

Full Legal Name of President

12/4/2015
Date — Signature of Secretary

Edward C. Lee
Full Legal Name of Secretary

RECEIVED
DEC - 4 2015
DIVISION OF INSURANCE
STATE OF NEVADA
pd 11/19/15 KSS

Uniform Consent to Service of Process

Exhibit A

Place an "X" before the names of all the States for which the person executing this form is appointing the designated agent in that State for receipt of service of process:

___	AL	Commissioner of Insurance # and Resident Agent*
___	AK	Director of Insurance #
___	AZ	Director of Insurance # ^
___	AR	Resident Agent *
___	AS	Commissioner of Insurance #
___	CO	Commissioner of Insurance # or Resident Agent*
___	CT	Commissioner of Insurance #
___	DE	Commissioner of Insurance #
___	DC	Commissioner of Insurance and Securities Regulation # or Local Agent* (circle one)
___	FL	Chief Financial Officer # ^
___	GA	Commissioner of Insurance and Safety Fire # and Resident Agent*
___	GU	Commissioner of Insurance #
___	HI	Insurance Commissioner # and Resident Agent*
___	ID	Director of Insurance # ^
___	IL	Director of Insurance #
___	IN	Resident Agent* ^
___	IA	Commissioner of Insurance #
___	KS	Commissioner of Insurance ^
___	KY	Secretary of State #
___	LA	Secretary of State #
___	MD	Insurance Commissioner #
___	ME	Resident Agent* ^
___	MI	Resident Agent *
___	MN	Commissioner of Commerce #
___	MS	Commissioner of Insurance and Resident Agent* BOTH are required.
___	MO	Director of Insurance #
___	MT	Commissioner of Securities and Insurance #
___	NE	Officer of Company* or Resident Agent* (circle one)
___	NH	Commissioner of Insurance #
[✓]	NV	Commissioner of Insurance Commission # ^
___	NJ	Commissioner of Banking and Insurance #^
___	NM	Superintendent of Insurance #
___	NY	Superintendent of Financial Services #
___	NC	Commissioner of Insurance
___	ND	Commissioner of Insurance # ^
___	OH	Resident Agent*
___	OR	Resident Agent*
___	OK	Commissioner of Insurance #
___	PR	Commissioner of Insurance #
___	RI	Superintendent of Insurance ^
___	SC	Director of Insurance #
___	SD	Director of Insurance # ^
___	TN	Commissioner of Insurance #
___	TX	Resident Agent*
___	UT	Resident Agent* ^
___	VT	Secretary of State # or Resident Agent*
___	VI	Lieutenant Governor/Commissioner#
___	WA	Insurance Commissioner #
___	WV	Secretary of State # @
___	WY	Commissioner of Insurance #

\# For the forwarding of Service of Process received by a State Officer complete Exhibit B listing by state the entities (one per state) with **full name and address where service of process is to be forwarded.** Use additional pages as necessary. Colorado will forward Service of Process to the Secretary of the Applicant Company and requires a resident agent for foreign entities. Exhibit not required for New Jersey, and North Carolina. Florida accepts only an individual as the entity and requires an email address. New Jersey allows but does not require a foreign insurer to designate a specific forwarding address on Exhibit B. SC will not forward to an individual by name; however, it will forward to a position, e.g., Attention: President (or Compliance Officer, etc.). Washington requires an email address on Exhibit B.

* Attach a completed Exhibit B listing the Resident Agent for the Applicant Company (one per state). Include state name, Resident Agent's **full name and street address.** Use additional pages as necessary. (DC* requires an agent within a ten mile radius of the District).

^ Initial pleadings only.

@ Form accepted only as part of a Uniform Certificate of Authority application.

MA will send the required form to the Applicant Company when the approval process reaches that point.

Exhibit B

Complete for each state indicated in Exhibit A:

State: NV Name of Entity: The Corporation Trust Company of Nevada

Phone Number: _____ Fax Number: _____

Email Address: 701 S. Carson Street, Suite 200, Carson City, NV 89701

Mailing Address: 701 S. Carson Street, Suite 200, Carson City, NV 89701

Street Address: 701 S. Carson Street, Suite 200, Carson City, NV 89701

State: _____ Name of Entity: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Mailing Address: _____

Street Address: _____

State: _____ Name of Entity: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Mailing Address: _____

Street Address: _____

State: _____ Name of Entity: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Mailing Address: _____

Street Address: _____

State: _____ Name of Entity: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Mailing Address: _____

Street Address: _____

Resolution Authorizing Appointment of Attorney

BE IT RESOLVED by the Board of Directors or other governing body of

Aetna Health of Utah Inc.

(Applicant Company Name)

this 1st day of September, 20 14, that the President or Secretary of said entity be and are hereby authorized by the Board of Directors and directed to sign and execute the Uniform Consent to Service of Process to give irrevocable consent that actions may be commenced against said entity in the proper court of any jurisdiction in the state(s) of

Nevada

in which the action shall arise, or in which plaintiff may reside, by service of process in the state(s) indicated above and irrevocably appoints the officer(s) of the state(s) and their successors in such offices or appoints the agent(s) so designated in the Uniform Consent to Service of Process and stipulate and agree that such service of process shall be taken and held in all courts to be as valid and binding as if due service had been made upon said entity according to the laws of said state

CERTIFICATION

I, Edward C. Lee, Secretary of

Aetna Health of Utah Inc.

(Applicant Company Name)

state that this is a true and accurate copy of the resolution adopted effective the 1st day of September, 20 14 by the Board of Directors ~~or governing board at a meeting held on the ____ day of ____, 20____ or~~ by written consent dated 31st day of July, 20 14.

Secretary

Exhibit 15

FFN - #: 202104141005866 - Fees: $25.00 - 04/14/2021 02:51:13 PM - Receipt #: 1215821 - Filed By: CARTERBR - Pgs: 1 - LYNN MARIE GOYA, CLARK COUNTY CLERK

Office of the Clark County Clerk
Lynn Marie Goya

Please Select One:
☒ New Application
☐ Renewal of existing Fictitious Firm Name

Certificate of Business: Fictitious Firm Name

Please Print or Type

The expiration date for such certificates shall expire after five years from the date of filing.

The undersigned do/does hereby certify that they are conducting business in Clark County, Nevada, under the

Fictitious Firm Name: Aetna Better Health of Nevada

Mailing Address: c/o C T Corporation System, 701 S. Carson Street, Ste 200, Carson City, NV 89701
(Mailing Address for notification of renewal) Mailing Address City, State, Zip

Owner (Sole Proprietor or Registered Legal Entity): Aetna Health of Utah Inc
(Must print name exactly as it is registered with the Nevada Secretary of State)

and that said firm is composed of the following person(s) whose name(s) and address(es) are as follows:

Signed By: Edward C. Lee, Vice President & Secretary — 4/13/21
Full Name of Authorized Signer — Signature — Date

151 Farmington Avenue, RW61 — Hartford, CT 06156
Street Address of Business or Residence — City, State, Zip

Signed By: N/A
(Use if needed) Full Name of Authorized Signer — Signature — Date

Street Address of Business or Residence — City, State, Zip

By signing above, I declare (or affirm), under penalty of perjury, that all statements made in this document are true, and that I have authority to sign on behalf of and to bind the above named business/legal entity to a contract.

For additional signatures, please use additional pages

STATE OF Connecticut
COUNTY OF Hartford
} SS:

This instrument was acknowledged before me on 4/13/21
(Date)

by Edward C. Lee
(Name of individual(s) whose signature(s) is/are being notarized)

Cynthia Montano
Signature of Notary Public/Deputy Clerk

CYNTHIA MONTANO
Notary Public, State of Connecticut
My Commission Expires Mar. 31, 2026

Mail to: Clark County Clerk's Office, Attn. FFN, Box 551604, Las Vegas NV 89155-1604
Include: Filing Fee of $25.00 payable to County Clerk, completed certificate and a self-addressed stamped envelope.

Rev 01/2021

LYNN MARIE GOYA
Clark County Clerk
200 Lewis Ave
Las Vegas, Nevada 89155
(702) 671-0500
http://www.clarkcountynv.gov/clerk/

1482803

Date Received:	4/14/2021 2:47:28PM
Location:	MB
Return Code:	FRONT COUNTER
Trans Type:	Recording
Cashier:	CARTERBR

Receipt #: 1215821
Cashier Date: 4/14/2021 2:51:13PM
Print Date: 4/14/2021 2:51:19PM

CUSTOMER INFORMATION

AETNA HEALTH OF UTAH INC

PAYMENT SUMMARY

Total Fees:	$75.00
Total Payments:	$75.00
Balance Due:	$0.00
Cash Tendered:	
Change:	$0.00

Payment

CHECK	**#12000**	$25.00
CHECK	**#12001**	$25.00
CHECK	**#12002**	$25.00

Fictitious Firm Name

FFN CERTIFICATE

DOC #: 202104141005865 Pages: 1 Date: 4/14/2021 2:51:13PM Owner Name AETNA HEALTH OF UTAH INC Business Name AETNA BETTER HEALTH

Fees *(FFN) FFN CERTIFICATE* 25.00

FFN CERTIFICATE

DOC #: 202104141005866 Pages: 1 Date: 4/14/2021 2:51:13PM Owner Name AETNA HEALTH OF UTAH INC Business Name AETNA BETTER HEALTH OF NEVADA

Fees *(FFN) FFN CERTIFICATE* 25.00

FFN CERTIFICATE

DOC #: 202104141005867 Pages: 1 Date: 4/14/2021 2:51:13PM Owner Name AETNA HEALTH OF UTAH INC Business Name AETNA HEALTH OF NEVADA

Fees *(FFN) FFN CERTIFICATE* 25.00

SKLAR WILLIAMS PLLC

OPERATING ACCOUNT

12000

Clark County Clerk

4/14/2021

File 68069.002 - Certificate of Business: Fictitious Firm Name Aetna Health of Utah Inc., d/b/a Aetna Better Health

25.00

Bank of George Oper

25.00

SKLAR WILLIAMS PLLC

OPERATING ACCOUNT

12001

Clark County Clerk

4/14/2021

File 68069.002 - Certificate of Business: Fictitious Firm Name Aetna Health of Utah Inc., d/b/a Aetna Better Health of Nevada

25.00

Bank of George Oper

25.00

SKLAR WILLIAMS PLLC

OPERATING ACCOUNT

12002

Clark County Clerk

4/14/2021

File 68069.002 - Certificate of Business: Fictitious Firm Name Aetna Health of Utah Inc., d/b/a Aetna Health of Nevada

25.00

Bank of George Oper

25.00

Document Details

Instrument Number
< (https://clerk.clarkcountynv.gov/AcclaimWeb/Document/LoadPreviousInstrumentDocDetails?transactionItemId=14010630) 202104141005866 > (https://clerk.clarkcountynv.gov/AcclaimWeb/Document/LoadNextInstrumentDocDetails?transactionItemId=14010630)

Record Date
4/14/2021

Book Type
FFN - FICTITIOUS FIRM NAMES

Book/Page

Instrument #
202104141005866

Number of Pages
1

Doc Type
FFN - FFN CERTIFICATE

Business Name
AETNA BETTER HEALTH OF NEVADA

Mailing Addr 1
C/O C T CORPORATION SYSTEM

Mailing Addr 2
701 S CARSON STREET STE 200

Mailing City
CARSON CITY

Mailing State

NV

Mailing Zip
89701

Owner Name
AETNA HEALTH OF UTAH INC

Expiration Date
4/14/2026

FILED
2021 APR 19 PM 6:35
JAN GALASSINI
WASHOE COUNTY CLERK
BY 26825 Deputy Clerk

CORPORATION, LLC, BUSINESS TRUST & LEGAL ENTITIES
CERTIFICATE OF BUSINESS: FICTITIOUS FIRM NAME
* * **THIS CERTIFICATE EXPIRES:* 4-18-2026 * * *
(OFFICE USE ONLY)

○ Renewal ◉ New Filing *Contact Number:* 702-360-6000 *Email:* jfayeghi@sklar-law.com

THE UNDERSIGNED does hereby certify that IT IS conducting a Medicaid managed-care business at 1140 N. Town Center Drive, Suite 190 (Physical street address), Las Vegas (City), NV (State) 89144 (Zip code)

under the fictitious firm name of: Aetna Better Health of Nevada

and that said firm is composed of the following *legal entity* (or entities)* whose mailing address, signing officer's name, and title are as follows:

Legal Entity Name: Aetna Health of Utah Inc
(Legal entity must state name exactly as it is on file in State of Nevada)

Entity Physical Address: 1140 N. Town Center Drive, Suite 190 (Physical street address), Las Vegas (City), NV (State), 89144 (Zip code)

Signing Officer Name: Edward C. Lee

Signing Officer Title: Vice President & Secretary

FOR ADDITIONAL OWNERS, PLEASE USE ADDITIONAL PAGES

Alternate Mailing Address: c/o C T Corporation System 701 S. Carson St., Ste 200 (P.O. Box or Physical street address other than listed above), Carson City (City), NV (State), 89701 (Zip code)

Prior Related DBA Filing (if applicable): N/A

WITNESS my hand this 13th day of April, 20 21.

The undersigned hereby swears under penalty of perjury that he/she has authority to sign on behalf of and to bind the above-named legal entity to a contract.

X _____
Signature of authorized officer

STATE OF Connecticut
COUNTY OF Hartford } ss.

On this 13th day of April, 20 21 personally appeared before me, a Notary Public,

Edward C. Lee
(Name of individual whose signature is being notarized)

who acknowledged that he/she executed the above instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official stamp at my office in the County of Hartford the day and year in this certificate first above written.

Cynthia Montano
Signature of Notary Public

For office use only

IF SUBMITTING A NOTARIZED DOCUMENT, PLEASE PROVIDE AN ORIGINAL AND 3 COPIES, A SELF-ADDRESSED STAMPED ENVELOPE AND $25.00 FILING FEE TO:
WASHOE COUNTY CLERK
1001 E. Ninth St., Bldg. A
RENO, NV 89512
16882

CYNTHIA MONTANO
Notary Public, State of Connecticut
My Commission Expires Mar. 31, 2026

Washoe County Clerk
1001 E 9th Street
Reno, NV 89520
Phone: (775) 784-7260
Fax: (775) 784-7263

Receipt: 20213965

ProductName		Extended
FFNC	Fictitious Firm Name - Counter	$25.00
	Document #	160982
	Document Info:	R: 7226 P: 2160
	# Pages	1
Fictitious Firm Names Fees - Gen Fund		$20.00
Tech Fee 2019		$5.00
Total		$25.00
Tender (Check)		$25.00

Check Number 12010
Payor SKLAR WILLIAMS PLLC

THANK YOU
4/19/21 6:34 PM lrowland

SKLAR WILLIAMS PLLC **OPERATING ACCOUNT** 12010

Washoe County Clerk 4/15/2021

File 68069.002 - Aetna Health of Utah Inc., d/b/a Aetna Better Health of Nevada 25.00

Bank of George Oper 25.00

Fictitious Firm Name - Counter - 168982

Filing Information

Filing Number
168982
Filing Date
04/19/2021 06:34:07 PM
Expiration Date
04/19/2026

Business Information

Business Name
AETNA BETTER HEALTH OF NEVADA

Owner Information

Owner/Corporate Name
AETNA HEALTH OF UTAH INC

Owner/Corporate Name
EDWARD C LEE

Reel Page
7226 2160

Additional Information

FFN - #: 202104141005865 - Fees: $25.00 - 04/14/2021 02:51:13 PM - Receipt #: 1215821 - Filed By: CARTERBR - Pgs: 1 - LYNN MARIE GOYA, CLARK COUNTY CLERK

Office of the Clark County Clerk
Lynn Marie Goya

Please Select One:
☒ New Application
☐ Renewal of existing Fictitious Firm Name

Certificate of Business: Fictitious Firm Name

Please Print or Type

The expiration date for such certificates shall expire after five years from the date of filing.

The undersigned do/does hereby certify that they are conducting business in Clark County, Nevada, under the

Fictitious Firm Name: Aetna Better Health

Mailing Address: c/o C T Corporation System, 701 S. Carson Street, Ste 200, Carson City, NV 89701
(Mailing Address for notification of renewal) Mailing Address City, State, Zip

Owner (Sole Proprietor or Registered Legal Entity): Aetna Health of Utah Inc
(Must print name exactly as it is registered with the Nevada Secretary of State)

and that said firm is composed of the following person(s) whose name(s) and address(es) are as follows:

Signed By: Edward C. Lee, Vice President & Secretary — Signature — 4-13-21
Full Name of Authorized Signer — Signature — Date

151 Farmington Avenue, RW61 — Hartford, CT 06156
Street Address of Business or Residence — City, State, Zip

Signed By: N/A
(Use if needed) Full Name of Authorized Signer — Signature — Date

Street Address of Business or Residence — City, State, Zip

By signing above, I declare (or affirm), under penalty of perjury, that all statements made in this document are true, and that I have authority to sign on behalf of and to bind the above named business/legal entity to a contract.

For additional signatures, please use additional pages

STATE OF Connecticut }
COUNTY OF Hartford } SS:

This instrument was acknowledged before me on 4/13/21
(Date)

by Edward C. Lee
(Name of individual(s) whose signature(s) is/are being notarized)

Cynthia Montano
Signature of Notary Public/Deputy Clerk

CYNTHIA MONTANO
Notary Public, State of Connecticut
My Commission Expires Mar. 31, 2026

CYNTHIA MONTANO NOTARY PUBLIC CONNECTICUT

Mail to: Clark County Clerk's Office, Attn. FFN, Box 551604, Las Vegas NV 89155-1604
Include: Filing Fee of $25.00 payable to County Clerk, completed certificate and a self-addressed stamped envelope.

Rev 01/2021

LYNN MARIE GOYA
Clark County Clerk
200 Lewis Ave
Las Vegas, Nevada 89155
(702) 671-0500
http://www.clarkcountynv.gov/clerk/

1482803

Receipt #:	1215821
Cashier Date:	4/14/2021 2:51:13PM
Print Date:	4/14/2021 2:51:19PM

Date Received:	4/14/2021 2:47:28PM
Location:	MB
Return Code:	FRONT COUNTER
Trans Type:	Recording
Cashier:	CARTERBR

CUSTOMER INFORMATION

AETNA HEALTH OF UTAH INC

PAYMENT SUMMARY

Total Fees:	$75.00
Total Payments:	$75.00
Balance Due:	$0.00
Cash Tendered:	
Change:	$0.00

Payment

CHECK	**#12000**	$25.00
CHECK	**#12001**	$25.00
CHECK	**#12002**	$25.00

Fictitious Firm Name

FFN CERTIFICATE

DOC #: 202104141005865 Pages: 1 Date: 4/14/2021 2:51:13PM Owner Name AETNA HEALTH OF UTAH INC Business Name AETNA BETTER HEALTH

Fees *(FFN) FFN CERTIFICATE* 25.00

FFN CERTIFICATE

DOC #: 202104141005866 Pages: 1 Date: 4/14/2021 2:51:13PM Owner Name AETNA HEALTH OF UTAH INC Business Name AETNA BETTER HEALTH OF NEVADA

Fees *(FFN) FFN CERTIFICATE* 25.00

FFN CERTIFICATE

DOC #: 202104141005867 Pages: 1 Date: 4/14/2021 2:51:13PM Owner Name AETNA HEALTH OF UTAH INC Business Name AETNA HEALTH OF NEVADA

Fees *(FFN) FFN CERTIFICATE* 25.00

Document Details

Instrument Number
(/AcclaimWeb/Document/LoadPreviousInstrumentDocDetails?transactionItemId=14010626) 202104141005865
(/AcclaimWeb/Document/LoadNextInstrumentDocDetails?transactionItemId=14010626)

Record Date
4/14/2021

Book Type
FFN - FICTITIOUS FIRM NAMES

Book/Page

Instrument #
202104141005865

Number of Pages
1

Doc Type
FFN - FFN CERTIFICATE

Business Name
AETNA BETTER HEALTH

Mailing Addr 1
C/O C T CORPORATION SYSTEM

Mailing Addr 2
701 S CARSON STREET STE 200

Mailing City
CARSON CITY

Mailing State
NV

Mailing Zip
89701

Owner Name
AETNA HEALTH OF UTAH INC

Expiration Date
4/14/2026

FILED

2021 APR 19 PM 6:23

CORPORATION, LLC, BUSINESS TRUST & LEGAL ENTITIES
CERTIFICATE OF BUSINESS: FICTITIOUS FIRM NAME
* * **THIS CERTIFICATE EXPIRES:* 4-18-2026 * * *
(OFFICE USE ONLY)

( ) Renewal (•) New Filing *Contact Number:* 702-360-6000 *Email:* jfayeghi@sklar-law.com

BY LB 25 Check

THE UNDERSIGNED does hereby certify that IT IS conducting a Medicaid managed-care business at 1140 N. Town Center Drive, Suite 190 (Physical street address), Las Vegas (City), NV (State) 89144 (Zip code) under the fictitious firm name of: Aetna Better Health and that said firm is composed of the following *legal entity* (or entities)* whose mailing address, signing officer's name, and title are as follows:

Legal Entity Name: Aetna Health of Utah Inc
(Legal entity must state name exactly as it is on file in State of Nevada)

Entity Physical Address: 1140 N. Town Center Drive, Suite 190 (Physical street address), Las Vegas (City), NV (State), 89144 (Zip code)

Signing Officer Name: Edward C. Lee

Signing Officer Title: Vice President & Secretary

FOR ADDITIONAL OWNERS, PLEASE USE ADDITIONAL PAGES

Alternate Mailing Address: c/o C T Corporation System 701 S. Carson St., Ste 200 (P.O. Box or Physical street address other than listed above), Carson City (City), NV (State), 89701 (Zip code)

Prior Related DBA Filing (if applicable): N/A

WITNESS my hand this 13th day of April, 20 21.

The undersigned hereby swears under penalty of perjury that he/she has authority to sign on behalf of and to bind the above-named legal entity to a contract.

X _____
Signature of authorized officer

STATE OF Connecticut
COUNTY OF Hartford } ss.

On this 13th day of April, 20 21 personally appeared before me, a Notary Public,

Edward C. Lee
(Name of individual whose signature is being notarized)

who acknowledged that he/she executed the above instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official stamp at my office in the County of Hartford the day and year in this certificate first above written.

Cynthia Montano
Signature of Notary Public

For office use only

IF SUBMITTING A NOTARIZED DOCUMENT, PLEASE PROVIDE AN ORIGINAL AND 3 COPIES, A SELF-ADDRESSED STAMPED ENVELOPE AND $25.00 FILING FEE TO:
WASHOE COUNTY CLERK
1001 E. Ninth St., Bldg. A
RENO, NV 89512

168981

CYNTHIA MONTANO
Notary Public, State of Connecticut
My Commission Expires Mar. 31, 2026

Washoe County Clerk
1001 E 9th Street
Reno, NV 89520
Phone: (775) 784-7260
Fax: (775) 784-7263

Receipt: 20213964

ProductName		Extended
FFNC	Fictitious Firm Name - Counter	$25.00
	Document #	168981
	Document Info:	R: 7226 P: 2159
	# Pages	1
	Fictitious Firm Names Fees - Gen Fund	$20.00
	Tech Fee 2019	$5.00
Total		$25.00
Tender (Check)		$25.00

Check Number 12008
Payor SKLAR WILLIAMS PLLC

THANK YOU
4/19/21 6:21 PM lrowland

SKLAR WILLIAMS PLLC **OPERATING ACCOUNT** 12008

Washoe County Clerk	File 68069.002 - Aetna Health of Utah Inc., d/b/a Aetna Better Health	4/15/2021	25.00

Bank of George Oper 25.00

Fictitious Firm Name - Counter - 168981

Filing Information

Filing Number
168981
Filing Date
04/19/2021 06:21:13 PM
Expiration Date
04/19/2026

Business Information

Business Name
AETNA BETTER HEALTH

Owner Information

Owner/Corporate Name
AETNA HEALTH OF UTAH INC

Owner/Corporate Name
EDWARD C LEE

Reel Page
7226 2159

Additional Information

Nye County Clerk Receipt of Transaction

Receipt # 6401

Sandra L. Merlino
Nye County Clerk
Tonopah, Nevada

Received From:
SKLAR WILLIAMS PLLC

On Behalf Of:

On: 6/7/21 3:02 pm
Transaction # 52092
Cashier CAFREIDHOF

Non-Case Fees

Fee Description	Fee	Prior Paid	Waived	Due	Paid	Balance
(FICTITNC) FICTITIOUS FIRM NAME FILING	25.00	0.00	0.00	25.00	25.00	0.00
Total:	**25.00**	**0.00**	**0.00**	**25.00**	**25.00**	**0.00**

PAYMENTS

Payment Type	Reference		Amount	Refund	Overage	Change	Net Amount
CHECK	12111	OK	25.00	0.00	0.00	0.00	25.00
		Payments Total:	**25.00**	**0.00**	**0.00**	**0.00**	**25.00**

CASE GRAND TOTAL

Waived	Total Fee	Paid	Balance

Comments:

FFN - #: 202106021008722 - Fees: $25.00 - 06/02/2021 03:20:39 PM - Receipt #: 1249959 - Filed By: PEOPLEST - Pgs: 1 - LYNN MARIE GOYA, CLARK COUNTY CLERK

Office of the Clark County Clerk
Lynn Marie Goya

Please Select One:
☒ New Application
☐ Renewal of existing Fictitious Firm Name

Certificate of Business: Fictitious Firm Name

Please Print or Type

The expiration date for such certificates shall expire after five years from the date of filing.

The undersigned do/does hereby certify that they are conducting business in Clark County, Nevada, under the

Fictitious Firm Name: Aetna CVS Health

Mailing Address: c/o C T Corporation System, 701 S. Carson Street, Ste 200, Carson City, NV 89701
(Mailing Address for notification of renewal) Mailing Address City, State, Zip

Owner (Sole Proprietor or Registered Legal Entity): Aetna Health of Utah Inc
(Must print name exactly as it is registered with the Nevada Secretary of State)

and that said firm is composed of the following person(s) whose name(s) and address(es) are as follows:

Signed By: Edward C. Lee, Vice President & Secretary
Full Name of Authorized Signer — Signature — Date: 5/25/21

151 Farmington Avenue, RW61 — Hartford, CT 06156
Street Address of Business or Residence — City, State, Zip

Signed By: N/A (Use if needed)
Full Name of Authorized Signer — Signature — Date

Street Address of Business or Residence — City, State, Zip

By signing above, I declare (or affirm), under penalty of perjury, that all statements made in this document are true, and that I have authority to sign on behalf of and to bind the above named business/legal entity to a contract.

For additional signatures, please use additional pages

STATE OF Connecticut }
COUNTY OF Hartford } SS:

This instrument was acknowledged before me on May 25, 2021 (Date)

by Edward C. Lee
(Name of individual(s) whose signature(s) is/are being notarized)

Christine E Deotte
Signature of Notary Public/Deputy Clerk

CHRISTINE E DEOTTE NOTARY PUBLIC CONNECTICUT COMMISSION EXPIRES AUGUST 31, 2023

1520199

Mail to: Clark County Clerk's Office, Attn. FFN, Box 551604, Las Vegas NV 89155-1604
Include: Filing Fee of $25.00 payable to County Clerk, completed certificate and a self-addressed stamped envelope.

Rev 01/2021

Document Details

Instrument Number
(/AcclaimWeb/Document/LoadPreviousInstrumentDocDetails?transactionItemId=14132291) 202106021008722
(/AcclaimWeb/Document/LoadNextInstrumentDocDetails?transactionItemId=14132291)

Record Date
6/2/2021

Book Type
FFN - FICTITIOUS FIRM NAMES

Book/Page

Instrument #
202106021008722

Number of Pages
1

Doc Type
FFN - FFN CERTIFICATE

Business Name
AETNA CVS HEALTH

Mailing Addr 1
C/O C T CORPORATION SYSTEM

Mailing Addr 2
701 S CARSON ST STE 200

Mailing City
CARSON CITY

Mailing State
NV

Mailing Zip
89701

Owner Name
AETNA HEALTH OF UTAH INC

Expiration Date
6/2/2026

FILED
2021 JUN -7 PM 2:14

CORPORATION, LLC, BUSINESS TRUST & LEGAL ENTITIES
CERTIFICATE OF BUSINESS: FICTITIOUS FIRM NAME
* * **THIS CERTIFICATE EXPIRES:* 6-7-2026 * * *
(OFFICE USE ONLY)

○ Renewal ◉ New Filing *Contact Number:* 702-360-6000 *Email:* jfayeghi@sklar-law.com

THE UNDERSIGNED does hereby certify that IT IS

conducting a managed-care HMO business at

1140 N. Town Center Drive, Suite 190 (Physical street address), Las Vegas (City), NV (State) 89144 (Zip code)

under the fictitious firm name of: Aetna CVS Health

and that said firm is composed of the following *legal entity* (or entities)* whose mailing address, signing officer's name, and title are as follows:

Legal Entity Name: Aetna Health of Utah Inc
(Legal entity must state name exactly as it is on file in State of Nevada)

Entity Physical Address: 1140 N. Town Center Drive, Suite 190 (Physical street address), Las Vegas (City), NV (State), 89144 (Zip code)

Signing Officer Name: Edward C. Lee

Signing Officer Title: Vice President & Secretary

FOR ADDITIONAL OWNERS, PLEASE USE ADDITIONAL PAGES

Alternate Mailing Address: c/o C T Corporation System 701 S. Carson St., Ste 200 (P.O. Box or Physical street address other than listed above), Carson City (City), NV (State), 89701 (Zip code)

Prior Related DBA Filing (if applicable): N/A

WITNESS my hand this 27th day of May, 20 21.

The undersigned hereby swears under penalty of perjury that he/she has authority to sign on behalf of and to bind the above-named legal entity to a contract.

X _____
Signature of authorized officer

STATE OF Connecticut
COUNTY OF Hartford } ss.

On this 27th day of May, 20 21 personally appeared before me, a Notary Public,

Edward C. Lee
(Name of individual whose signature is being notarized)

who acknowledged that he/she executed the above instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official stamp at my office in the County of Hartford the day and year in this certificate first above written.

_____
Signature of Notary Public

CHRISTINE E DEGLI
NOTARY PUBLIC
AUGUST 31, 2025
CONNECTICUT

1695416

For office use only

IF SUBMITTING A NOTARIZED DOCUMENT, PLEASE PROVIDE AN ORIGINAL AND 3 COPIES, A SELF-ADDRESSED STAMPED ENVELOPE AND $25.00 FILING FEE TO:
WASHOE COUNTY CLERK
1001 E. Ninth St., Bldg. A
RENO, NV 89512

Washoe County Clerk
1001 E 9th Street
Reno, NV 89520
Phone: (775) 784-7260
Fax: (775) 784-7263

Receipt: 20216054

ProductName		Extended
FFNC	Fictitious Firm Name - Counter	$25.00
	Document #	169548
	Document Info:	R: 7227 P: 324
	# Pages	1
Fictitious Firm Names Fees - Gen Fund		$20.00
Tech Fee 2019		$5.00
Total		$25.00
Tender (Check)		$25.00

Check Number 12110
Payor Sklar Williams PLLC

THANK YOU
6/7/21 2:12 PM jmccauley

SKLAR WILLIAMS PLLC **OPERATING ACCOUNT** 12110

Washoe County Clerk 6/2/2021

File 68069.002 – Certificate of Business 25.00
Fictitious Firm Name Aetna Health of Utah Inc.,
d/b/a Aetna CVS Health

Fictitious Firm Name - Counter - 169546

Filing Information

Filing Number
169546
Filing Date
06/07/2021 02:12:00 PM
Expiration Date
06/07/2026

Business Information

Business Name
AETNA CVS HEALTH

Owner Information

Owner/Corporate Name
AETNA HEALTH OF UTAH INC.

Owner/Corporate Name
EDWARD C. LEE

Reel Page
7227 324

Additional Information

CERTIFICATE OF BUSINESS - FICTITIOUS FIRM NAME

File # 57139

THIS FICTITIOUS FIRM NAME WILL EXPIRE IN 5 YEARS FROM DATE FILED

Certificate filed on June 7, 2021 **Expires on** June 7, 2026

[X] New Application
[ ] Renewal of Existing Fictitious Firm Name
[ ] Address Change (No Filing Fee)
[ ] Name Change – Proof of Legal Name Change Required (No Filing Fee)
Original Name _____

THE UNDERSIGNED do/does hereby certify that Aetna Health of Utah Inc (Name of individual, corporation, partnership or trust)
mailing address for renewal c/o C T Corporation System 701 S. Carson St., Ste 200 (P.O. Box/Street), Carson City (City), NV (State), 89701 (Zip)
is/are conducting managed-care HMO (kind of business) business located at 1140 N. Town Center Dr., Suite 190 (physical address)
Las Vegas (City), Nevada 89144 (Zip Code), phone number 877.233.3561 under the fictitious name
Aetna CVS Health

said firm is composed of the following person(s) whose name(s) and address(es) are as follows:

1) _____ 5/25/21
Signature Date
Edward C. Lee, Vice President & Secretary
Print Name
151 Farmington Avenue, RW61 860.273.8329
Address (phone)
Mailing Address if different from above
Hartford, CT 06156
City, State, Zip

2) N/A
Signature Date
Print Name
Address (phone)
Mailing Address if different from above
City, State, Zip

3) N/A
Signature Date
Print Name
Address (phone)
Mailing Address if different from above
City, State, Zip

4) N/A
Signature Date
Print Name
Address (phone)
Mailing Address if different from above
City, State, Zip

FILED
FIFTH JUDICIAL DISTRICT
JUN 07 2021
Nye County Clerk
Deputy

CONNECTICUT Hartford
STATE OF ~~NEVADA~~, County of ~~Nye~~

I, Christine E. Deotte, ~~Nye County Clerk~~/Notary Public in and for the said County and State, residing therein, duly sworn, personally appeared Edward C. Lee known to me to be the person(s) whose name(s) subscribed to the within instrument, and acknowledged to me that he/they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

Sworn before me on this 25 day of May, 2021

Christine E. Deotte
Notary Public
State of Connecticut County of Hartford

CHRISTINE E. DEOTTE NOTARY PUBLIC COMMISSION EXPIRES AUGUST 31, 2025 CONNECTICUT

Sandra Merlino
~~Nye County Clerk~~

By _____ or
Deputy Clerk

Exhibit 16

PTO- 1478
Approved for use through 02/28/2021. OMB 0651-0009
U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE
Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it contains a valid OMB control number

Trademark/Service Mark Application, Principal Register

Serial Number: 90500929
Filing Date: 02/01/2021

The table below presents the data as entered.

Input Field	Entered
SERIAL NUMBER	90500929
MARK INFORMATION	
***MARK**	\\TICRS\EXPORT18\IMAGEOUT 18\905\009\90500929\xml1 \ APP0002.JPG
SPECIAL FORM	YES
USPTO-GENERATED IMAGE	NO
LITERAL ELEMENT	AETNA CVSHEALTH
COLOR MARK	NO
***DESCRIPTION OF THE MARK (and Color Location, if applicable)**	The mark consists of a solid heart shape appearing before the words "AETNA CVS HEALTH".
PIXEL COUNT ACCEPTABLE	NO
PIXEL COUNT	2339 x 204
REGISTER	Principal
APPLICANT INFORMATION	
***OWNER OF MARK**	CVS Pharmacy, Inc.
INTERNAL ADDRESS	Mailcode: 1160
***MAILING ADDRESS**	One CVS Drive
***CITY**	Woonsocket
***STATE (Required for U.S. applicants)**	Rhode Island
***COUNTRY/REGION/JURISDICTION/U.S. TERRITORY**	United States
***ZIP/POSTAL CODE (Required for U.S. and certain international addresses)**	02895
PHONE	401-770-4897
FAX	4012163142
***EMAIL ADDRESS**	XXXX
LEGAL ENTITY INFORMATION	
TYPE	corporation
STATE/COUNTRY/REGION/JURISDICTION/U.S. TERRITORY OF INCORPORATION	Rhode Island
GOODS AND/OR SERVICES AND BASIS INFORMATION	
INTERNATIONAL CLASS	036

*IDENTIFICATION	Health insurance underwriting; administration and underwriting of health insurance and health care benefit plans; health insurance claims administration; health insurance claims processing; providing information about health insurance and health care benefit plans; insurance claims administration, insurance claims processing, and health insurance administration services, namely, enrollment administration services for health insurance and health care benefits plans
FILING BASIS	SECTION 1(b)
ADDITIONAL STATEMENTS SECTION	
ACTIVE PRIOR REGISTRATION(S)	The applicant claims ownership of active prior U.S. Registration Number(s) 1939424, 6034836, 5055142, and others.
ATTORNEY INFORMATION	
NAME	Erich G. Rhynhart
ATTORNEY BAR MEMBERSHIP NUMBER	XXX
YEAR OF ADMISSION	XXXX
U.S. STATE/ COMMONWEALTH/ TERRITORY	XX
INTERNAL ADDRESS	Mailcode: 1160
STREET	One CVS Drive
CITY	Woonsocket
STATE	Rhode Island
COUNTRY/REGION/JURISDICTION/U.S. TERRITORY	United States
ZIP/POSTAL CODE	02895
PHONE	401-770-4897
FAX	4012163142
EMAIL ADDRESS	Erich.Rhynhart@CVSHealth.com
OTHER APPOINTED ATTORNEY	Betsy Golden Kellem
CORRESPONDENCE INFORMATION	
NAME	Erich G. Rhynhart
PRIMARY EMAIL ADDRESS FOR CORRESPONDENCE	Erich.Rhynhart@CVSHealth.com
SECONDARY EMAIL ADDRESS(ES) (COURTESY COPIES)	IPLegal@CVSCaremark.com
FEE INFORMATION	
APPLICATION FILING OPTION	TEAS Standard
NUMBER OF CLASSES	1
APPLICATION FOR REGISTRATION PER CLASS	350
*TOTAL FEES DUE	350
*TOTAL FEES PAID	350
SIGNATURE INFORMATION	
SIGNATURE	/Erich G. Rhynhart/
SIGNATORY'S NAME	Erich G. Rhynhart

SIGNATORY'S POSITION	Attorney of record, MA Bar member
SIGNATORY'S PHONE NUMBER	401-770-4897
DATE SIGNED	02/01/2021
SIGNATURE METHOD	Sent to third party for signature

Trademark/Service Mark Application, Principal Register

Serial Number: 90500929
Filing Date: 02/01/2021

To the Commissioner for Trademarks:

MARK: AETNA CVSHEALTH (stylized and/or with design, see mark)
The literal element of the mark consists of AETNA CVSHEALTH. The applicant is not claiming color as a feature of the mark. The mark consists of a solid heart shape appearing before the words "AETNA CVS HEALTH".
The applicant, CVS Pharmacy, Inc., a corporation of Rhode Island, having an address of

Mailcode: 1160
One CVS Drive
Woonsocket, Rhode Island 02895
United States
401-770-4897(phone)
4012163142(fax)
XXXX

requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended, for the following:

International Class 036: Health insurance underwriting; administration and underwriting of health insurance and health care benefit plans; health insurance claims administration; health insurance claims processing; providing information about health insurance and health care benefit plans; insurance claims administration, insurance claims processing, and health insurance administration services, namely, enrollment administration services for health insurance and health care benefits plans
Intent to Use: The applicant has a bona fide intention, and is entitled, to use the mark in commerce on or in connection with the identified goods/services.

Claim of Active Prior Registration(s)
The applicant claims ownership of active prior U.S. Registration Number(s) 1939424, 6034836, 5055142, and others.

The owner's/holder's proposed attorney information: Erich G. Rhynhart. Other appointed attorneys are Betsy Golden Kellem. Erich G. Rhynhart, is a member of the XX bar, admitted to the bar in XXXX, bar membership no. XXX, and the attorney(s) is located at

Mailcode: 1160
One CVS Drive
Woonsocket, Rhode Island 02895
United States
401-770-4897(phone)
4012163142(fax)
Erich.Rhynhart@CVSHealth.com

Erich G. Rhynhart submitted the following statement: The attorney of record is an active member in good standing of the bar of the highest court of a U.S. state, the District of Columbia, or any U.S. Commonwealth or territory.

The applicant's current Correspondence Information:

Erich G. Rhynhart
PRIMARY EMAIL FOR CORRESPONDENCE: Erich.Rhynhart@CVSHealth.com
SECONDARY EMAIL ADDRESS(ES) (COURTESY COPIES): IPLegal@CVSCaremark.com

Requirement for Email and Electronic Filing: I understand that a valid email address must be maintained by the applicant owner/holder and the applicant owner's/holder's attorney, if appointed, and that all official trademark correspondence must be submitted via the Trademark

Electronic Application System (TEAS).
A fee payment in the amount of $350 has been submitted with the application, representing payment for 1 class(es).

Declaration

☑ **Basis:**
If the applicant is filing the application based on use in commerce under 15 U.S.C. § 1051(a):

- The signatory believes that the applicant is the owner of the trademark/service mark sought to be registered;
- The mark is in use in commerce and was in use in commerce as of the filing date of the application on or in connection with the goods/services in the application;
- The specimen(s) shows the mark as used on or in connection with the goods/services in the application and was used on or in connection with the goods/services in the application as of the application filing date; and
- To the best of the signatory's knowledge and belief, the facts recited in the application are accurate.

And/Or
If the applicant is filing the application based on an intent to use the mark in commerce under 15 U.S.C. § 1051(b), § 1126(d), and/or § 1126(e):

- The signatory believes that the applicant is entitled to use the mark in commerce;
- The applicant has a bona fide intention to use the mark in commerce and had a bona fide intention to use the mark in commerce as of the application filing date on or in connection with the goods/services in the application; and
- To the best of the signatory's knowledge and belief, the facts recited in the application are accurate.

☑ To the best of the signatory's knowledge and belief, no other persons, except, if applicable, concurrent users, have the right to use the mark in commerce, either in the identical form or in such near resemblance as to be likely, when used on or in connection with the goods/services of such other persons, to cause confusion or mistake, or to deceive.

☑ To the best of the signatory's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, the allegations and other factual contentions made above have evidentiary support.

☑ The signatory being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements and the like may jeopardize the validity of the application or submission or any registration resulting therefrom, declares that all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true.

Declaration Signature

Signature: /Erich G. Rhynhart/ Date: 02/01/2021
Signatory's Name: Erich G. Rhynhart
Signatory's Position: Attorney of record, MA Bar member
Signatory's Phone Number: 401-770-4897
Signature method: Sent to third party for signature
Payment Sale Number: 90500929
Payment Accounting Date: 02/01/2021

Serial Number: 90500929
Internet Transmission Date: Mon Feb 01 09:40:47 ET 2021
TEAS Stamp: USPTO/BAS-XX.XX.XXX.XX-20210201094047679
832-90500929-7604d65fcc368d34f5ef9d41daa
dba2f37a14cb904a2e90787c892ee53d59e-DA-4
0474398-20210201091823941992


aetnaCVSHealth

Aetna Health of Utah Inc.

Exhibit 3 to Request for Expansion of Geographic Area of Services.