

**WELLPOINT HEALTH NETWORKS INC.  
AMENDED AND RESTATED MASTER ADMINISTRATIVE SERVICES  
AGREEMENT**

THIS MASTER ADMINISTRATIVE SERVICES AGREEMENT (this "Agreement") is made and entered into effective as of January 1, 2004, by and between WellPoint Health Networks Inc., a Delaware corporation ("WellPoint"), the direct or indirect corporate subsidiaries of WellPoint that are signatories to this Agreement, and any future direct or indirect subsidiaries that execute a signature page to this Agreement (collectively, with WellPoint, the "Companies"). Any single entity that is a signatory to this Agreement may be referred to herein individually as a "Company." Any Company receiving services from another Company pursuant to this Agreement may be referred to herein as a "Receiving Company," and any Company providing services to another Company pursuant to this Agreement may be referred to herein as a "Supplying Company."

**RECITALS**

WHEREAS, the Companies are affiliates of each other;

WHEREAS, each Company has and will maintain all organizational and administrative capacity required to carry out its operations; and

WHEREAS, by entering into this Agreement, the Companies desire to secure from one or more of the Companies from time to time certain administrative, consulting and other support services which one or more of the Companies may request from any of the other parties hereto and which are intended to enhance the organizational and administrative capacity and augment the abilities of each other;

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**SECTION 1. AUTHORITY OF THE COMPANIES.**

(a) The Board of Directors of each Company shall at all times exercise ultimate control over the assets and operations of such Company and shall retain the ultimate authority and responsibility regarding the operations, powers, duties and responsibilities of such Company. It is the intent of the parties that this Agreement and the services and support hereunder shall at no time serve to interfere with the ability of the Board of Directors and the officers of such Company to carry out their duties and responsibilities.

(b) Notwithstanding any other provision of this Agreement, each Receiving Company shall retain ultimate control of and responsibility for all aspects of its business and operations. To this end, any Company contracting for any services hereunder shall:

- (1) Own, have custody of and keep its general corporate accounts, books and records;
- (2) Own all of the records of its business;
- (3) Have the ultimate right to cancel or nonrenew any contracts for health coverage or insurance;
- (4) Retain control of, and responsibility for, all investments;
- (5) Have ultimate responsibility for and general control of claim adjustments and claim payments;
- (6) Have an ultimate veto on appointment of agents and the ultimate power to cancel any agency;
- (7) Retain the ultimate right to veto commission rates; and
- (8) Have an ultimate veto right on underwriting;
- (9) Have the right, notwithstanding the provisions of any other section of this Agreement, to immediately cancel this Agreement or any Attachment if any Supplying Company fails to perform its obligations to the satisfaction of the Receiving Company.

## SECTION 2. RESPONSIBILITIES OF THE COMPANIES.

2.1 Provision of Services. Subject to the requirements, limitations or prohibitions of any applicable statute or regulations, the Companies shall provide such administrative, consulting and other services to each other as are set forth in the Attachments hereto and as may be executed from time to time. Any and all Attachments shall be subject to all of the terms and conditions set forth in this Agreement and to any additional terms and conditions as shall be set forth in such Attachment. Each Attachment shall be deemed to be a part of this Agreement with respect to the Companies that are parties to such Attachment.

2.2 Personnel Matters. The Companies shall employ or arrange for sufficient personnel to provide the services set forth in any Attachments hereto to which they are parties so as not to impair their administrative capacity to conduct their respective businesses.

2.3 Policies and Procedures. The services to be provided by the Companies on behalf of each other shall be performed pursuant to the policies, interpretations, rules, practices and procedures reasonably established or adopted by the particular Receiving Company.

2.4 Attachments. Subject to any limitations set forth herein, the Companies are authorized to perform for each other administrative and support services as expressly stated in an Attachment; provided, however, that specific services to be provided by a Supplying Company on behalf of another Company shall be set forth in an Attachment hereto and made a part hereof, and no Company shall be authorized to provide any service to any other Company pursuant to this Agreement or receive any service from any other Company pursuant to this Agreement in the absence of a duly completed Attachment in the form attached hereto.

2.5 Services. The following list of administrative and support services, which is provided for illustration purposes only, contains examples of the type of services that may be provided from time to time pursuant to a fully executed Attachment:

- (a) Accounting, Investment and Finance. Provide such accounting, investment and finance services as may be requested in connection with the operations and business of a Company, including assistance in establishing and administering accounting procedures and control systems for the preparation of appropriate financial reports and keeping of general books of account;
- (b) Actuarial. Perform or arrange for such actuarial services or studies as are reasonably required in connection with the business of a Company, including but not limited to, calculation of premium rates and reserves, mortality and lapse studies, assisting in policy design and drafting new policies, and aiding in the establishment of commission scales;
- (c) Underwriting. Review and accept or reject applications for insurance or health coverage submitted to a Company, subject to and in compliance with, among other things, the underwriting guidelines of the Company;
- (d) Administration. Provide general administrative services, including policyholder services such as policy changes, settlement options, reinstatements, conversions, transfers and other similar transactions;
- (e) Provider Contracting and Provider Relations. Provide provider contracting and provider relations support, including responsibility for contracting with health care providers and for communications to, and maintenance of relations with, contract providers;
- (f) Utilization Management. Provide utilization management services, including responsibility for medical case management, preauthorization services and concurrent and retrospective review of health care services;
- (g) Policies. Issue policies, endorsements and certificates of insurance to third parties on behalf of a Company on such forms as are adopted or approved by the Company for this purpose;

- (h) Statistical. Compile such statistical information and prepare such statistical reports as are reasonably required in connection with the business of a Company;
- (i) Claims. Investigation, adjustment and defense of claims under insurance policies of a Company, subject to and in compliance with the claim administration procedures of the Company whose claims are so investigated and adjusted. No Company providing claims adjustment services may pay any claim on behalf of or for a Company by withdrawals from a fiduciary account established on behalf of such Company;
- (j) Billing and Collection of Funds. Perform billing services and seek collection of funds due to a Company, whether as premium, salvage or otherwise, but the Company seeking the collection shall not be responsible for uncollectible amounts. All such funds collected by one Company on behalf of another Company shall be dealt with in accordance with all applicable laws and regulations and consistent with accepted, prudent business practices;
- (k) Cancellation and Nonrenewal. Cancel or nonrenew insurance policies of a Company, subject to compliance with policy provisions and any federal or state laws or regulations applicable to cancellation or nonrenewal of such policies;
- (l) Agents. Recruitment, appointment, supervision and termination of agents on behalf of a Company, development of sales training and sales promotions, establishment of producers' commission rates and contingent commission arrangements, subject to the approval of the Company on whose behalf such appointments were made;
- (m) Marketing. Perform such advertising, sales promotion and agency development services as are reasonably required in connection with the business of a Company; provided, however, that the Company on whose behalf such advertising, sales promotion and agency development services are provided shall approve all advertising and sales promotion materials in advance of use;
- (n) Risk Control. Provide risk control consulting services for a company or to policyholders on behalf of a Company;
- (o) Systems. Provide or arrange for such data processing and other systems services as are reasonably required in connection with the business of a Company;
- (p) Reinsurance. Negotiate reinsurance on behalf of a Company, but no reinsurance contract shall be bound without the prior approval of the president or chief executive officer of the Company reinsured. The Company negotiating reinsurance on behalf of another Company shall not be responsible for reinsurance which is uncollectible;
- (q) Office Space and Facilities Management. Provide office space and facilities management support, including coordination of office space, transportation and security;

(r) Construction Management. Provide construction management services, including planning and execution of improvements to real estate;

(s) Legal. Provide legal advice to ensure compliance with applicable federal, state and local laws and regulations and assist in developing and assuring compliance with contractual arrangements and in litigation management;

(t) Materials Management. Provide materials management support, including purchasing, mailing services, document preparation, retention, printing, graphic design and warehouse functions; and

(u) Other Services. Perform or arrange for such other management and consulting services as may reasonably be requested by the Company and specified in writing in an Attachment hereto.

2.6 Restrictions on Services to be Provided. No Company shall enter into any Attachment involving the provision of services in violation of applicable laws and regulations.

### SECTION 3. COMPENSATION.

3.1 Amount of Compensation Subject to any restrictions of applicable law, each Company receiving any of the foregoing services from another Company shall pay the Company providing the services reasonable compensation, in accordance with the provisions of the applicable Attachment.

#### 3.2 Payment Date; Substantiation of Costs and Expenses.

(a) A Supplying Company shall bill each Receiving Company receiving such services in accordance with the provisions of the applicable Attachment. Any Receiving Company shall promptly pay such compensation to the Supplying Company, subject to reasonable review and verification of the amounts billed. The Supplying Company providing the services shall provide any information reasonably required by the Receiving Company for this purpose.

(b) WellPoint and the Companies shall, where appropriate, directly trace costs for services directly to the end-user of such services. For such services where it is not appropriate to trace costs directly to an end-user, WellPoint and the Companies shall utilize allocation methodologies (i.e., proxies such as headcount, premium and premium equivalents, membership, and so forth) in conformity with generally accepted accounting principles and statutory accounting guidelines, Internal Revenue Service guidelines and customary insurance accounting principles, all consistently applied. Subject to any other agreements between the parties hereto, all costs and expenses shall be allocated in a fair and reasonable manner. The parties shall establish reasonable and appropriate operating procedures with respect to the allocation of costs and expenses so as to enable the parties' independent certified public accounting firm to audit such costs and the allocation thereof. With each billing, the Supplying Company shall provide to the Receiving Company

appropriate documentation respecting the costs and expenses which are the subject of the billing in sufficient detail to permit the Receiving Company to identify the sources of such charges.

#### SECTION 4. RECORDS.

4.1 Each Supplying Company shall maintain separate and adequate records of all services provided pursuant to this Agreement. Each Receiving Company shall have access to and the right to copy all such records related to its business upon request. Such records shall be the joint property of the Receiving Company and the Supplying Company, and the Supplying Company shall retain such records until no longer required by the Receiving Company.

4.2 Upon termination of this Agreement, the records described in Section 4.1 shall be delivered to or at the direction of the Receiving Company that received any services hereunder, upon its request; provided, however, that such records shall continue to be the joint property of the Supplying Company and the Receiving Company and such records shall be available for inspection and copying by the Supplying Company upon reasonable request.

4.3 Examination by State Regulators. Notwithstanding anything herein to the contrary, WellPoint shall permit state regulators to examine the records and operation of WellPoint at the locations where WellPoint maintains records regarding the services provided to WellPoint affiliates domiciled in the jurisdictions of such state regulators, the expenses for such examinations to be borne by such domiciled WellPoint affiliate. WellPoint shall ensure that its staff cooperates fully with the staff of the relevant state regulator during any such examination.

#### SECTION 5. COMPLIANCE.

Each Supplying Company shall at all times comply with all laws, licensing requirements, rules and regulations applicable to the business subject to this Agreement including, but not limited to, legal requirements applicable to the maintenance of any fiduciary funds held by a Company on behalf of another Company.

#### SECTION 6. INDEMNIFICATION.

6.1 Indemnification by Receiving Company. Any Receiving Company shall indemnify the Supplying Company providing such services and hold it harmless from and against any and all claims, demands, losses, judgments, fines and other liabilities and expenses of any kind or character incurred by such Supplying Company providing the services as the result of reasonable reliance by it, in good faith, upon specific guidelines, procedures or instructions issued or approved by the Receiving Company with respect to the services performed by the Supplying Company under this Agreement.

6.2 Indemnification by Supplying Company.

(a) Any Supplying Company shall indemnify the Receiving Company receiving the services and hold it harmless from and against any and all claims, demands, losses, judgments, fines and other liabilities and expenses of any kind or character incurred by the Receiving Company as the result of a violation by the Supplying Company providing services of specific guidelines, procedures or instructions issued or approved by the Receiving Company with respect to the services performed by the Supplying Company under this Agreement.

(b) Notwithstanding the foregoing provisions of this Article 6, the Company providing the services shall be liable to the Company receiving the services for all damages sustained by the Company receiving the services which are proximately caused by the negligence or willful misconduct of the Company providing the services.

6.3 Interpretation of Company. For purposes of entitlement to indemnification under this Article, the term "Company" shall include its respective past, present and future stockholders, affiliates, directors, officers, employees and agents. The rights and duties of the parties under this Article 6 shall survive termination of this Agreement.

#### SECTION 7. LIMITATIONS ON AUTHORITY.

Notwithstanding any other provision of this Agreement, a Company may not:

- (a) Bind any reinsurance on behalf of another Company without its prior approval;
- (b) Commit another Company to participate in insurance or reinsurance syndicates;
- (c) Appoint any agent without first determining that the agent is properly licensed for the business to be transacted; or
- (d) Collect any payment from a reinsurer or commit another Company to any claim settlement with a reinsurer without the prior approval of such Company. If such approval is given, a report of the action taken shall promptly be forwarded to such Company.

#### SECTION 8. TERM AND TERMINATION.

8.1 Term. This Agreement shall be effective as of January 1, 2004 and shall continue for an initial term of one year. This Agreement shall be continued automatically for successive terms of one (1) year thereafter, unless earlier terminated as set forth herein.

8.2 Termination of Agreement. This Agreement may be terminated at the end of any quarter, with or without cause, as to any party by giving written notice to the other parties no later than ninety (90) days prior to the last day of any quarter. Such termination shall be effective as of the last day of such quarter.

8.3 Termination of Attachment. Any Attachment to this Agreement may be terminated at any time, as mutually agreed to in writing by the parties thereto.

## SECTION 9. GENERAL PROVISIONS.

9.1 Relationship of Parties. Each Company is an independent contractor and not an employee, partner or joint venturer of or with any other Company. Each Company may engage in business activities other than those contemplated by this Agreement on behalf of itself, its affiliates or other entities.

9.2 Trade Secrets. As part of the consideration for entering into this Agreement, each party agrees that it shall not use, or divulge to anyone, any other party's trade secrets. A trade secret means information, including, but not limited to, programs, methods, techniques and processes, that has independent economic value from not being generally known to either the public or to other persons who can obtain economic value from its disclosure or use. Examples of trade secrets include, but are not limited to, actual and potential lists of insureds, compiled information concerning its insureds, provider agreements, billing rates and operations manuals. This paragraph shall not be applicable to information that is already in the public domain or that has previously been made available to the public.

9.3 Severability. If any provision of this Agreement is deemed to be invalid or unenforceable by a court of competent jurisdiction or in arbitration, the same shall be deemed severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of the Agreement.

9.4 Arbitration of Disputes. Should any dispute arise between the parties over any provision of this Agreement or over any performance of this Agreement, the dispute shall be submitted to binding arbitration. This arbitration shall be conducted according to the Commercial Arbitration Rules of the American Arbitration Association, but need not necessarily be conducted by that organization. Each party shall initially equally contribute to the costs of the arbitration. During the arbitration, each party shall bear its own attorneys' fees. Upon an award of the arbitrator, the prevailing party shall be entitled to recover its share of arbitration costs expended, and all its other costs, including its attorneys' fees. All reasonable costs and fees incurred during the arbitration shall then be awarded by the court to the prevailing party. The decision of the arbitrator regarding any matter submitted for arbitration shall be final, conclusive and binding on the parties and judgment may be entered thereon by any court of competent jurisdiction.

9.5 Assignment and Delegation. This Agreement may not be assigned, modified or amended without the prior written consent of the parties hereto; provided, however, that the rights and obligations set forth in any Attachment hereto may be assigned, modified or amended with the consent of the Companies party thereto. Subject to the restrictions of applicable law, any Supplying Company may delegate its duties and obligations pursuant to any Attachment to any other Company that is capable of performing such duties and obligations.

9.6 Entire Agreement. This Agreement (including the attached Attachments) represents the entire contract between the parties and supersedes all prior oral or written understandings with respect to the subject matter hereof. This Agreement shall in no way affect the validity or enforceability of any other agreement between two or more Companies with respect to the provision

or receipt of services, and no provision hereof (including, without limitation, Section 2.4) shall in any way restrict, limit or impair the rights of two or more Companies to enter into subsequent agreements regarding the receipt or provision of services.

9.7 Amendment. This Agreement shall be effectuated and supplemented by various Attachments, as set forth in SECTION 2 hereof, as some or all of the parties hereto may, from time to time, enter into. This Agreement and the Attachments hereto may be amended at any time by a writing executed by the parties hereto.

9.8 Headings. The headings contained herein are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.

9.9 No Waiver. Neither the failure by the aggrieved party to insist upon strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any remedy available upon a breach thereof, nor the acceptance of full or partial performance during the continuance of any breach by the other party, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition.

9.10 Further Instructions or Action. Each party agrees that it will execute and deliver such further instruments and will take such other action as may be reasonably necessary in order to effectively discharge, perform or carry out any of the respective obligations and agreements hereunder.

9.11 Governing Law. The validity and construction of this Agreement shall be governed by the laws of the State of California, without reference to the conflicts or choice-of-law principles thereof.

9.12 Confidentiality. The terms of this Agreement are confidential and shall not be disclosed except as necessary to the performance of this Agreement or as required by law.

9.13 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as set forth below.

**WellPoint Health Networks Inc.**

By: Thomas C. Dulin

Its: Secretary

Effective as of January 1, 2004

**FIRST AMENDMENT TO  
WELLPOINT HEALTH NETWORKS INC.  
AMENDED AND RESTATED  
MASTER ADMINISTRATIVE SERVICES AGREEMENT**

This FIRST AMENDMENT TO WELLPOINT HEALTH NETWORKS INC. AMENDED AND RESTATED MASTER ADMINISTRATIVE SERVICES AGREEMENT is made and entered into effective January 1, 2014, by and between WellPoint, Inc., an Indiana corporation (“WellPoint”), and the direct or indirect subsidiaries of WellPoint that are signatories to this Amendment.

W I T N E S S E T H:

**WHEREAS**, WellPoint and its subsidiaries that are listed on Exhibit A attached hereto (the “Subsidiaries”) are parties to that certain WellPoint Health Networks Inc. Amended and Restated Master Administrative Services Agreement effective January 1, 2004 (the “Agreement”); and

**WHEREAS**, the National Association of Insurance Commissioners amended the Model Insurance Holding Company Regulatory Act and Model Insurance Holding Company System Model Regulation with Report Forms and Instructions in 2010 (collectively, the “2010 Model Regulation Amendments”); and

**WHEREAS**, WellPoint and the Subsidiaries desire to amend the Agreement in certain respects to incorporate the 2010 Model Regulation Amendments.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. All capitalized terms used herein and not otherwise defined shall have the same definitions as are ascribed to them in the Agreement.
2. Amendments to the Agreement. The Agreement is hereby amended as follows:
  - a. The title of the Agreement shall be: WELLPOINT, INC. AMENDED AND RESTATED MASTER ADMINISTRATIVE SERVICES AGREEMENT
  - b. Add the following sentence at the end of Section 2.3:

The Receiving Company will maintain oversight for the services provided to it under this Agreement and will monitor the services annually for quality assurance.

- c. Add the following sentence at the end of Section 3.1:

No Company shall advance funds to another Company hereunder except to pay for services provided to it.

- d. Add the following sentence at the end of Subsection 3.2(a):

Amounts billed shall be settled in a timely manner, no less frequently than quarterly, and in compliance with the NAIC Accounting Practices and Procedures Manual.

- e. Replace Sections 4.1 and 4.2 with the following Sections 4.1–4.3 and re-number the current Section 4.3 as Section 4.4:

4.1 The books and records of the Receiving Company include all books and records developed or maintained under or related to this Agreement, and as such remain the property of the Receiving Company and are subject to the control of the Receiving Company.

4.2 Each Supplying Company shall maintain adequate records of all services provided pursuant to this Agreement. The Supplying Company shall retain such records until no longer required by the Receiving Company and the Receiving Company shall have access to all such records related to its business.

4.3 Upon termination of this Agreement, the records described in Sections 4.1 and 4.2 shall be delivered to or at the direction of the Receiving Company that received any services hereunder, upon its request. Such records shall continue to be the property of the Receiving Company, and such records shall be available for inspection and copying by the Supplying Company upon reasonable request.

- f. Add the following new section to the Agreement:

SECTION 10. RECEIVERSHIP.

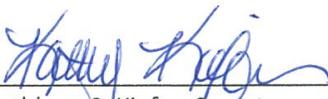
10.1 In the event a Company that is an insurer (the “Insurer”) is placed in receivership or seized by the insurance commissioner under the Receivership Act (or its equivalent) of the insurance code of the State where the Insurer is domiciled:

- (a) All of the rights of the Insurer under the Agreement shall extend to the receiver or the commissioner.

- (b) All books and records will immediately be made available to the receiver or the commissioner, and shall be turned over to the receiver or commissioner immediately upon the receiver or the commissioner's request.
  - (c) No Company that has supplied services to, or received services from, an Insurer under this Agreement shall have an automatic right to terminate the Agreement if the Insurer is placed in receivership pursuant to the State Receivership Act (or its equivalent).
  - (d) Any Company that has supplied services to an Insurer will continue to maintain any systems, programs or other infrastructure notwithstanding a seizure by the commissioner under the State Receivership Act (or its equivalent), and will make them available to the receiver, for so long as said Company continues to receive timely payment for services rendered.
3. Full Force and Effect. Except as amended by this Amendment, all of the terms and conditions of the Agreement remain in full force and effect.
4. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be considered an original, but all of which together constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties have duly executed this Amendment as set forth below.

WELLPOINT, INC.

By:   
Kathleen S. Kiefer, Secretary

American Imaging Management, Inc.  
America's 1<sup>st</sup> Choice of South Carolina, Inc.  
America's Health Management Services, Inc.  
AMERIGROUP Community Care of New Mexico, Inc.  
AMERIGROUP Corporation  
Amerigroup Delaware, Inc.  
Amerigroup District of Columbia, Inc.  
Amerigroup Health Plan of Louisiana, Inc.  
Amerigroup Insurance Company  
Amerigroup Iowa, Inc.  
Amerigroup IPA of New York, LLC  
Amerigroup Kansas, Inc.  
AMERIGROUP Maryland, Inc.  
Amerigroup Mississippi, Inc.  
AMERIGROUP New Jersey, Inc.  
AMERIGROUP Ohio, Inc.  
Amerigroup Oklahoma, Inc.  
Amerigroup Partnership Plan, LLC  
Amerigroup Pennsylvania, Inc.  
AMERIGROUP Tennessee, Inc.  
AMERIGROUP Texas, Inc.  
AMERIGROUP Washington, Inc.  
AMGP Georgia Managed Care Company, Inc.  
Anthem Blue Cross Life and Health Insurance Company  
Anthem Financial, Inc.  
Anthem Health Plans of Kentucky, Inc.  
Anthem Health Plans of Maine, Inc.  
Anthem Health Plans of New Hampshire, Inc.  
Anthem Health Plans of Virginia, Inc.  
Anthem Health Plans, Inc.  
Anthem Holding Corp.  
Anthem Insurance Companies, Inc.  
Anthem Kentucky Managed Care Plan, Inc.  
Anthem Life & Disability Insurance Company  
Anthem Life Insurance Company  
Anthem Partnership Holding Company, LLC  
Anthem Services Company, LLC  
Anthem Southeast, Inc.  
Anthem UM Services, Inc.  
Anthem Workers' Compensation, LLC

Anthem, Inc.  
APPLIED PATHWAYS LLC  
Arcus Enterprises, Inc.  
Aspire Health, Inc.  
Associated Group, Inc.  
ATH Holding Company, LLC  
Blue Cross Blue Shield Healthcare Plan of Georgia, Inc.  
Blue Cross Blue Shield of Wisconsin  
Blue Cross of California  
CareMore Health Plan  
CareMore Health Plan of Arizona, Inc.  
CareMore Health Plan of Nevada  
CareMore Health Plan of Texas, Inc.  
CareMore Health System  
CareMore, LLC  
Cerulean Companies, Inc.  
Claim Management Services, Inc.  
Community Care Health Plan of Louisiana, Inc.  
Community Care Health Plan of Nevada, Inc.  
Community Insurance Company  
CompCare Health Services Insurance Corporation  
Crossroads Acquisition Corp.  
DBG Holdings, Inc.  
DeCare Analytics, LLC  
DeCare Dental Health International, LLC  
DeCare Dental Networks, LLC  
DeCare Dental, LLC  
Delivery Network, LLC  
Designated Agent Company, Inc.  
EasyScripts, LLC  
EasyScripts Cutler Bay, LLC  
EasyScripts Hialeah, LLC  
EasyScripts Westchester, LLC  
EHC Benefits Agency, Inc.  
Empire HealthChoice Assurance, Inc.  
Empire HealthChoice HMO, Inc.  
Federal Government Solutions, LLC  
Freedom Health, Inc.  
Global TPA, LLC  
Greater Georgia Life Insurance Company

Health Core, Inc.  
Health Management Corporation  
Health Ventures Partner, L.L.C.  
HealthKeepers, Inc.  
HealthLink HMO, Inc.  
HealthLink, Inc.  
HealthPlus HP, LLC  
HealthSun Health Plans, Inc.  
HealthSun Holdings, LLC  
HealthSun Management, LLC  
HealthSun Physicians Network, LLC  
HealthSun Physicians Network I, LLC  
Healthy Alliance Life Insurance Company  
HEP AP Holdings, Inc.  
Highland Acquisition Holdings, LLC  
Highland Holdco, Inc.  
Highland Intermediate Holdings, LLC  
Highland Investor Holdings, LLC  
HMO Colorado, Inc.  
HMO Missouri, Inc.  
Human Resource Associates, LLC  
Imaging Management Holdings, L.L.C.  
IngenioRx, Inc.  
Legato Health Technologies Philippines, Inc.  
Legato Holdings I, Inc.  
Legato Holdings II, LLC  
Living Complete Technologies, Inc.  
Matthew Thornton Health Plan, Inc.  
Meridian Resource Company, LLC  
Nash Holding Company, LLC  
National Government Services, Inc.  
New England Research Institutes, Inc.  
NGS Federal, LLC  
Optimum HealthCare, Inc.  
Park Square Holdings, Inc.  
Park Square I, Inc.  
Park Square II, Inc.  
Pasteur Medical Bird Road, LLC  
Pasteur Medical Center, LLC  
Pasteur Medical Cutler Bay, LLC

Pasteur Medical Group, LLC  
Pasteur Medical Hialeah Gardens, LLC  
Pasteur Medical Holdings, LLC  
Pasteur Medical Kendall, LLC  
Pasteur Medical Management, LLC  
Pasteur Medical Miami Gardens, LLC  
Pasteur Medical North Miami Beach, LLC  
Pasteur Medical Partners, LLC  
Resolution Health, Inc.  
RightCHOICE Managed Care, Inc.  
Rocky Mountain Hospital and Medical Service, Inc.  
SellCore, Inc.  
Simply Healthcare Plans, Inc.  
Southeast Services, Inc.  
State Sponsored DM Services, Inc.  
The Anthem Companies of California, Inc.  
The Anthem Companies, Inc.  
TrustSolutions, LLC  
UNICARE Health Plan of West Virginia, Inc.  
UNICARE Illinois Services, Inc.  
UniCare Life & Health Insurance Company  
UNICARE National Services, Inc.  
UNICARE Specialty Services, Inc.  
Valus, Inc.  
WellMax Health Medical Centers, LLC  
WellMax Health Physicians Network, LLC  
WellPoint Acquisition, LLC  
WellPoint Behavioral Health, Inc.  
WellPoint California Services, Inc.  
WellPoint Dental Services, Inc.  
WellPoint Health Solutions, Inc.  
WellPoint Holding Corp.  
WellPoint Information Technology Services, Inc.  
WellPoint Insurance Services, Inc.  
WellPoint Military Care Corporation  
WPMI, LLC

**ATTACHMENT KY-1  
TO THE WELLPOINT, INC.  
AMENDED AND RESTATED MASTER  
ADMINISTRATIVE SERVICES AGREEMENT**

Re: Administrative Services

**COMPANY RECEIVING SERVICES:**

WellPoint, Inc. and its other subsidiaries and affiliates(individually "affiliate," collectively "WellPoint")

Anthem Kentucky Managed Care Plan, Inc.

**COMPANY PROVIDING SERVICES:**

WellPoint, Inc., and its other subsidiaries and affiliates (individually "affiliate," collectively "WellPoint")

Anthem Kentucky Managed Care Plan, Inc.

**1. SERVICES RENDERED:**

The companies listed above under the heading Company Providing Services (one company is referred to as "Provider", and collectively as "Providers") may provide, inter alia, the following services to the companies listed above under the heading Company Receiving Services (one company is referred to as "Receiver", and collectively as "Receivers") as described more fully in the Amended and Restated Master Administrative Services Agreement:

(a)	Medical, dental, vision, pharmacy and life benefits administration;
(b)	payroll services;
(c)	electronic data processing services;
(d)	community affairs and public relations services;
(e)	preparation of financial and other accounting reports;
(f)	banking services, cash management and investment administration;
(g)	advertising, sales promotion and publication of reports;
(h)	employee benefits administration;
(i)	services related to employment and discharge of personnel;
(j)	preparation of tax returns;
(k)	purchase and delivery of supplies;
(l)	print and mail services;
(m)	telecommunications consulting;
(n)	computer support and central database maintenance;
(o)	actuarial services;
(p)	marketing services for the various products offered by the Subsidiaries, including underwriting and policyholder services;
(q)	utilization management and review services;
(r)	medical claims review;
(s)	regulatory and public rating agency services;

(t)	billing and collection of premiums and/or fees;
(u)	plan performance reporting;
(v)	information technology;
(w)	branding services;
(x)	board services;
(y)	strategic planning;
(z)	corporate development;
(aa)	procurement;
(bb)	internal auditing;
(cc)	legal services;
(dd)	Office space and facilities management;
(ee)	delegation oversight;
(ff)	third party administrator services; and
(gg)	provider network access, provider network management and provider contracting, which will include addressing the regulatory and accreditation requirements applicable to a Receiver. On a periodic basis, the Provider will identify the regulatory and accreditation requirements applicable to the Receiver.

## 2. **COMPENSATION FOR SERVICES RENDERED:**

Each Receiver will reimburse the applicable Provider for the direct and indirect costs and expenses (including overhead expenses) incurred by such Provider in furnishing or obtaining any of the services to or for the Receiver. Reasonable allocation methodologies will be employed and consistently applied to approximate such costs. The allocation methodologies will include, but not be limited to: (1) proxies, such as headcount, premiums and premium equivalents, and membership, applied in conformity with generally accepted accounting principles and statutory accounting guidelines, Internal Revenue Service guidelines and customary insurance accounting principles; and (2) charging the Receiver for the actual costs incurred.

Invoices or ledger entries for services rendered to a Receiver will be rendered or made available by the Provider to that Receiver at least quarterly but not more often than monthly. Any amounts due the Provider will be paid, or will be satisfied by the applicable Receiver by way of offset against any obligation of the Provider to that Receiver, within thirty (30) days after receipt of the applicable invoices.

## 3. **TERM:**

**3.1 Term.** The initial term of this Attachment will be for twelve (12) months, effective January 1, 2014 through December 31, 2014, and shall be automatically renewed for additional one-year periods unless otherwise terminated. Either party may terminate the Attachment without cause upon provision of 90 days' prior written notice.

**3.2 Termination for Cause.** In the event either party fails to perform its obligations as provided herein, such party shall not be in default until the non-defaulting party serves written notice, specifying any such failure to perform. If the party upon whom the notice is served fails to cure such failure within thirty (30) days, then, after the expiration of said thirty (30) day period, such party shall be deemed to be in default and this Agreement may be terminated at any time thereafter by the non-defaulting party. In the event that either party becomes insolvent, files for bankruptcy protection, or a petition seeking bankruptcy is filed against it, or its license is adversely affected by state action, e.g., the issuance of an impairment order, the suspension or revocation of its license, or the imposition of any other material administrative penalty the other party may terminate this Agreement for cause. This Agreement may be terminated immediately upon notice from one party to the other party in the event that the other party appears on a sanctioned or excluded party list as prepared by the U.S. Health and Human Services Office of Inspector General, the U.S. General Services Administration, or comparable state agencies.

**4. ADDITIONAL COVENANTS:**

In the event [new company] (the "Contractor") has entered into a certain Medicaid Managed Care Contract with the Kentucky Department for Medicaid Services ("KDMS") providing services for the benefit of residents of the Commonwealth of Kentucky (the "Kentucky Medicaid Program" or "Program"), the Parties agree that the following provisions shall be applicable:

**4.1 Definitions:** For purposes of this Attachment, the following terms shall have the meanings set forth below with respect to services furnished under the Kentucky Medicaid Program:

- A. **Agency.** "Agency" means a federal, Commonwealth or local agency, administration, board or other governing body responsible for the governance or administration of a Program. With respect to the operation of the Programs, Agency means, without limitation, the Kentucky Department of Medicaid Services within the Cabinet for Health and Family Services and CMS.
- B. **Cabinet.** "Cabinet" means the Cabinet for Health and Family Services within the Kentucky Department of Medicaid Services.
- C. **Commonwealth.** "Commonwealth" means the Commonwealth of Kentucky.
- D. **Covered Individual.** "Covered Individual" means a person who is an eligible Program beneficiary and who is enrolled as an *ANTHEM* member in accordance with applicable Program enrollment requirements.

- E. Covered Service. "Covered Service" is any service or activity Contractor is required to provide under the Program Contract that which is delegated pursuant to the Kentucky ASA.
- F. DMS. "DMS" means the Kentucky Department of Medicaid Services.
- G. Finance. "Finance" means the Kentucky Cabinet for Finance and Administration.
- H. Kentucky ASA. "Kentucky ASA" is the WellPoint, Inc. Amended and Restated Master Administrative Services Agreement and this Attachment KY-1, collectively.
- I. Medically Necessary. "Medically Necessary" means Covered Services which are medically necessary as defined under 907 KAR 3:130 and provided in accordance with 42 C.F.R. § 440.230, including children's services pursuant to 42 U.S.C. 1396d(r).
- J. Program. "Program" means the terms of coverage under an applicable benefit contract under the Cabinet Medicaid managed care program ("Medicaid").
- K. Program Contract. "Program Contract" means the Cabinet Medicaid managed care program contract between Contractor and Cabinet which governs the delivery of managed health care services to Program beneficiaries.
- L. Regulatory Requirements. "Regulatory Requirements" means any requirements imposed by applicable federal, Commonwealth or local laws, rules or regulations, Program Contract, or otherwise imposed by an Agency, acting within its jurisdiction, in connection with the operation of a Program or the performance required by either party under this Attachment.

- 4.2** The terms of the Program Contract shall be incorporated to the fullest extent applicable to any Covered Service, including without limitation, the obligation to comply with all applicable federal and Commonwealth of Kentucky laws and regulations, including but not limited to, KRS §§ 205.8451-8483, all rules, policies and procedures of the Commonwealth of Kentucky, Finance and Administration Cabinet ("Finance") and KDMS, and all standards governing the provision of any Covered Service and information to any person who is an enrollee as defined in 42 C.F.R. 438.10(a) ("Members"), all quality assessment and performance improvement requirements, all record keeping and reporting requirements, all

obligations to maintain the confidentiality of information, all rights of Finance, KDMS, the Office of the Inspector General of the United States Department of Health and Human Services, the Commonwealth of Kentucky Office of Attorney General, Auditor of Public Accounts and other authorized federal and Commonwealth of Kentucky agents to inspect, investigate, monitor and audit operations, all indemnification and insurance requirements, and all obligations upon termination.

**4.3 Monitoring.** Contractor may monitor the quality of services delivered by WellPoint hereunder, including WellPoint's performance under the Contract with respect to accreditation, and shall have the right to conduct audits of WellPoint's performance. WellPoint shall report to Contractor on WellPoint's performance related to the Covered Services as often and in such manner as requested by the Contractor, but not less than annually. WellPoint shall adhere to the policies and procedures established by Contractor for identifying deficiencies and/or areas of improvement. Contractor may request the initiation of corrective action when there has been a failure to provide services in accordance with this Attachment. WellPoint shall comply with reasonable corrective action plans initiated by Contractor. If WellPoint objects to such proposed corrective action plan, the parties will use commercially reasonable efforts to resolve WellPoint's objections.

**4.4 Subcontractor Requirements.** In the event that any portion of the services that WellPoint is responsible for hereunder are material and performed for or on behalf of WellPoint by a subcontract between WellPoint and any other person or entity (a "Contracted Provider"), WellPoint shall be responsible for ensuring that such services are in compliance with all of Contractor's obligations under the Program Contract. WellPoint shall notify Contractor of such subcontract and furnish information about such Contracted Provider to Contractor. Such Subcontractors shall furnish services in compliance with all of obligations under the Program Contract including, without limitation, maintaining required insurance, holding Covered Individuals under the DMS Medicaid Program harmless for the cost of any services or supplies provided by Contracted Providers to such Covered Individuals and will comply with the following:

- A. Title VI of the Civil Rights Act of 1964 (Public Law 88-352);
- B. Rules and regulations prescribed by the U.S. Department of Labor in accordance with 41 C.F.R. Parts 60-741; and
- C. Regulations of the U.S. Department of Labor recited in 20 C.F.R. Part 741, and Section 504 of the Federal Rehabilitation Act of 1973 (Public Law 93-112).

- 4.5 Reporting Fraud and Abuse.** WellPoint shall provide fraud and abuse programs as provided for in the Program Contract to the extent applicable to WellPoint's provision of services. Such programs and activities shall include but not limited to the provision of activities designed to prevent, detect, investigate, and remediate potential or existing member and provider fraud in connection with the services provided under this Attachment. If WellPoint identifies any actual or suspected fraud, abuse or misconduct in connection with the services rendered hereunder, in violation of Commonwealth or federal law, WellPoint shall report promptly such activity directly to the Compliance Officer of Contractor.
- 4.6 Encounter Data.** WellPoint shall provide encounter data for Covered Services rendered to Covered Individuals under the DMS Medicaid Program. Such data shall be provided in the manner that Cabinet prescribes, but no later than thirty (30) days following Provider's rendering of the services in question. This information includes, but is not limited to, prescription drug claim data for Covered Services rendered to Covered Individuals under the DMS Medicaid Program, and reporting requirements as provided for in the Program Contract.
- 4.7 Financial Incentives.** No provision in this Attachment shall, or shall be construed to, create any financial incentive for WellPoint to withhold Medically Necessary services to Covered Individuals under the DMS Medicaid Program.
- 4.8 Hold Harmless.**
- A. WellPoint agrees that in no event, including but not limited to nonpayment by Contractor, insolvency of Contractor, or breach of the MOU or this Attachment, shall WellPoint bill, charge, collect a deposit from, seek remuneration or reimbursement from, or have any recourse against, a subscriber, enrollee, person to whom Health Services have been provided, or person acting on behalf of the covered enrollee, for Health Services provided pursuant to this Attachment. This does not prohibit WellPoint from collecting co-insurance, deductibles, or copayments as specifically provided in the evidence of coverage, or fees for uncovered Health Services delivered on a fee-for-service basis to Covered Individuals participating under the DMS Medicaid Program, nor from any recourse against Contractor or its successors.
- B. WellPoint further agrees that this provision shall survive the termination of the MOU or this Attachment regardless of the cause giving rise to such termination and shall be construed to be for the benefit of Contractor's Covered Individuals under the DMS Medicaid Program.

- C. WellPoint agrees to hold harmless Cabinet and Covered Individuals under the DMS Medicaid Program in the event of Contractor denials or other failures to pay for services performed by the WellPoint under the MOU or this Attachment.

- 4.9 Indemnification.** WellPoint shall indemnify and hold the Commonwealth of Kentucky, DMS and their officials, representatives and employees harmless from any and all liabilities, losses, settlements, claims, demands, and expenses of any kind (including but not limited to reasonable attorneys' fees). which are related to any and all claims payment liabilities owed to providers for services rendered to enrolled recipients under Contractor's contract with DMS for which the subcontractor is the primary obligor, except to the extent that the subcontractor has acted with respect to such provider claims in accordance with the terms of the health plan's contract with DMS.

WellPoint shall indemnify, defend and hold harmless Covered Individuals under DMS's Medicaid Program from any liability whatsoever arising in connection with the Program Contract for the payment of any debt of or the fulfillment of any obligation of Contractor, excluding the collection of co-insurance, deductibles, or copayments as specifically provided in the evidence of coverage, or fees for uncovered Health Services delivered on a fee-for-service basis.

WellPoint further covenants and agrees that in the event of a breach of this Attachment, termination of the Attachment, or insolvency of Contractor, WellPoint shall provide all services and fulfill all of its obligations pursuant to this Attachment for the remainder of any month for which Agency has made payments to Contractor, and shall fulfill all of its obligations respecting the transfer of Covered Individuals to other providers, including record maintenance, access and reporting requirements all such covenants, agreements, and obligations of which shall survive the termination of this Attachment.

- 4.10 Nondiscrimination.**

- A. WellPoint will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. WellPoint will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. WellPoint agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the

contracting officer setting forth the provisions of this nondiscrimination clause.

- B. WellPoint will, in all solicitations or advertisements for employees placed by or on behalf of WellPoint, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
- C. WellPoint will send to each labor union or representative of workers with which WellPoint has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the WellPoint's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. WellPoint will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. WellPoint will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to WellPoint's books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of WellPoint's noncompliance with the nondiscrimination clauses of this Attachment or with any of such rules, regulations, or orders, this Attachment may be cancelled, terminated or suspended in whole or in part and WellPoint may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. WellPoint will include the provisions of Paragraphs (a) through (f) of this section 9 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. WellPoint will take such action with respect to any subcontract or purchase order as Contractor may direct as a means of enforcing such provisions including sanctions for

noncompliance: "Provided, however, that in the event WellPoint becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by Contractor, WellPoint may request the United States to enter into such litigation to protect the interests of the United States."

- H. Americans with Disabilities Act Compliance. WellPoint shall comply with all applicable requirements of the Americans with Disabilities Act ("ADA"), all applicable regulations promulgated thereunder and all amendments and successor statutes and regulations thereto. WellPoint shall not discriminate against any qualified disabled individual covered by the ADA.
- 4.11 Third Party Beneficiary**. The Commonwealth is the intended third party beneficiary of contracts between the Cabinet and Contractor and any subcontractors or provider agreements entered into by Contractor with subcontracting providers and, as such, the Commonwealth is entitled to the remedies accorded to third party beneficiaries under the law.
- 4.12 Records**. WellPoint shall maintain medical, financial and administrative records concerning services provided to Covered Individuals under the DMS Medicaid Program in accordance with industry standards and Regulatory Requirements, including, without limitation and any applicable law regarding confidentiality of Covered Individual information. Such records shall be retained by WellPoint for the period of time required under Regulatory Requirements, but in no event less than five (5) years from the date the service is rendered, unless a federal statute or regulation requires a longer retention period. WellPoint shall provide state and federal agencies access to review records related to the audit of services provided hereunder in accordance with Regulatory Requirements. WellPoint shall have available medical records for each clinical encounter. WellPoint shall permit Contractor or its designated agent to review records directly related to services provided to Covered Individuals under the DMS Medicaid Program in accordance with this Attachment. The rights and obligations of the parties under this section shall survive the termination of the MOU or this Attachment. For purposes of auditing, Contractor, DMS, the Office of the Inspector General and other authorized Commonwealth and federal agents thereof, shall have access to the medical records of Covered Individuals under the DMS Medicaid Program.
- 4.13 Availability of Records**. WellPoint acknowledges that HIPAA Regulations do not bar disclosure of protected health information (PHI) to health oversight agencies, including, but not limited to, the Cabinet, the Office of the Inspector General ("OIG"), the Medicaid Fraud Control Unit ("MFCU"), the Department of Health and Human Services Office of Inspector General ("DHHS OIG"), and the Department of Justice ("DOJ"), and any other duly authorized state or federal

agency shall have immediate and complete access to all affiliate and Contractor records pertaining to services provided to Program enrollees.

**4.14 Assignment.** The MOU and this Attachment may not be assigned by WellPoint without the prior written consent of Contractor or the Cabinet.

**4.15 Additional Requirements.**

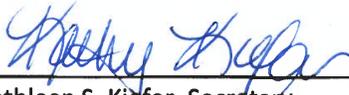
- A. If applicable, a provider who offers services through the Department of Public Health shall provide services for preventive health pursuant to KAR 907.1-360 and Contractor will reimburse provider at rates commensurate with those provided under Medicare.
- B. The Parties acknowledge and agree that WellPoint is providing prescription benefit management services and as such WellPoint will not be providing services requiring a specific form (*e.g.*, hospice, sterilization, hysterectomy, or abortion).
- C. If applicable, WellPoint will make good faith efforts to connect to the Kentucky Health Information Exchange within one (1) year of the effective date of this Attachment or as otherwise determined by the Department.
- D. Consistent with 42 C.F.R. Sections 438.6(h) and 422.208, compensation to individuals or entities that conduct UM activities shall not be structured so as to deny, limit or discontinue medically necessary services to a Covered Individual under the DMS Medicaid Program.
- E. If applicable, WellPoint shall participate in Quality Assessment/Performance Improvement (QAPI) activities (including submission of complete Encounter Record).
- F. All claims will be processed and paid per KRS 304.17A-726 by conforming to KRS 304.17A-700 to 304.17A-730 and KRS 205.593, 304.14-135 and 304.99-123.
- G. WellPoint shall not request or require a provider to pursue any other course of action regarding the payment of health care claims outside of the provisions set forth in KRS 304.17A-700 to 304.17A-730 and KRS 205.593, 304.14-135, and 304.99-123.
- H. WellPoint shall use only Medicaid enrolled providers in accordance with the Contract.

**AGREED:**

WellPoint, Inc.

Anthem Kentucky Managed Care Plan, Inc.

By:   
Kathleen S. Kiefer, Secretary

By:   
Kathleen S. Kiefer, Secretary