UNITED STATES FIRE INSURANCE COMPANY

Administrative Office: 5 Christopher Way, Eatontown, NJ 07724

STOP LOSS INSURANCE POLICY Non-Participating

POLICY NUMBER: US1519143

POLICYHOLDER: Alaska Railroad Corporation (Hereinafter called the Policyholder, You, Your)

POLICY EFFECTIVE DATE: January 1, 2022

EXPIRATION DATE: December 31, 2022

PREMIUM DUE DATE: January 1, 2022, and on the same day each month.

STATE OF DELIVERY: Alaska

This Policy is a legal contract. We issue it in consideration of: (1) Your Application, (2) Your Disclosure Statement, (3) Your Summary Plan Description and (4) Your payment of premiums when due. This Policy, the Endorsements, and Your executed Application form the entire Agreement between Us.

In issuing this Policy, We have relied upon the information supplied to us during the underwriting process by provided to Us by: (1) You, (2) Your Administrator, and (3) Your agent or broker. We have also relied on this information being both complete and accurate. If the information was incomplete or incorrect, We shall have the immediate right, subject to the Time Limit on Certain Defenses provision: (1) to modify the Policy to reflect the complete or correct information, or (2) to terminate the Policy upon written notice. The Policy provides benefits when the Policyholder's health plan has incurred expenses beyond the individual and/or aggregate (whichever is applicable) deductibles outlined in the Policy. Additionally, the Policy does not in any way, affect the Policyholder's responsibility to comply with the employment laws such as the Americans With Disabilities Act, the Age Discrimination in Employment Act, Title VII of the 1964 Civil Rights Act, the Family and Medical Leave Act (FMLA), the Uniformed Services Employment and Reemployment Rights Act (USERRA), and the Consolidated Omnibus Budget Reconciliation Act (COBRA), and any applicable state laws.

We agree to pay the benefits provided by this Policy in accordance with the provisions of this Policy.

In this Policy, "You" and "Your" refer to the Policyholder, and "We", "Us", and "Our" refer to United States Fire Insurance Company. All periods of time under this Policy will begin and end at 12:01 A.M. local time at Your address. This Policy is issued and governed by the laws of the state of delivery as indicated above.

Signed for United States Fire Insurance Company as of the Effective Date.

Marc J. Adee

James Kraus

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Chairman and CEO

Secretary

STOP LOSS INSURANCE POLICY

TABLE OF CONTENTS

SECTION 1-SCHEDULE OF STOPLOSS INSURANCE	3
SECTION 2-DEFINITIONS	5
SECTION 3 - AGGREGATE STOPLOSS INSURANCE	9
SECTION 4-SPECIFIC STOP LOSS INSURANCE	9
SECTION 5-EXCLUSIONS AND LIMITATIONS	10
SECTION 6- TERMINATION	11
SECTION 7-PREMIUMS	12
SECTION 8-CLAIMS	13
SECTION 9-YOUR DUTIES	15
SECTION 10-GENERAL PROVISIONS	16

SECTION 1-SCHEDULE OF STOP LOSS INSURANCE

(hereinafter referred to as the "Schedule")

POLICYHOLDER: Alaska Railroad Corporation

ADDRESS: 327 West Ship Creek Avenue, Anchorage, AK 99501

ADMINISTRATOR: Premera Blue Cross Blue Shield of Alaska

ADDRESS: 3800 Centerpoint Drive, Suite 940, Anchorage, AK 99503

PREFERRED PROVIDER ORGANIZATION: Premera Blue Cross Blue Shield of Alaska

POLICY PERIOD:

Effective Date: January 1, 2022 Expiration Date: December 31, 2022

Number of all employees under coverage: 566 Composite

X Active X COBRA X Retirees X Not Actively at Work

ALL AMOUNTS AND NUMBERS SHOWN IN THIS SCHEDULE APPLY ONLY TO THE POLICY YEAR IN EFFECT. A NEW SCHEDULE WILL BE ISSUED FOR EACH NEW POLICY YEAR.

A. AGGREGATE STOP LOSS INSURANCE: NONE

1. BENEFITS TO BEINCLUDED:

Medical Dental Weekly Income Vision

Prescription Drug Card Prescriptions (Major Med)

2. POLICY BASIS/BENEFIT PERIOD FOR AGGREGATE STOP LOSS INSURANCE: N/A

Eligible Expenses Incurred from through; and

Eligible Expenses Paid from through

3. AGGREGATE STOP LOSS PREMIUM RATES PER COVERED UNIT: N/A

MINIMUM ANNUAL AGGREGATE PREMIUM: N/A

- 4. AGGREGATE MONTHLY FACTOR(S): N/A
- 5. MAXIMUM AGGREGATE BENEFIT: N/A
- 6. MINIMUM ANNUAL AGGREGATE ATTACHMENT POINT: N/A
- 7. CLAIM LIMIT PER COVERED PERSON: N/A
- 8. CLAIMS INCURRED PRIOR TO THE EFFECTIVE DATE ARE LIMITED TO: N/A
- 9. BENEFIT PERCENTAGE PAYABLE: N/A
- **B. SPECIFIC STOP LOSS INSURANCE: YES**
 - 1. BENEFITS TO BEINCLUDED:

X Medical Dental

Weekly Income Vision

X Prescription Drug Card

Prescriptions (Major Med)

2. POLICY BASIS/BENEFIT PERIOD FOR SPECIFIC STOP LOSS INSURANCE:

Eligible Expenses Incurred from 01/01/2021 through 12/31/2022; and

Eligible Expenses Paid from 01/01/2022 through 12/31/2022.

3. SPECIFIC MONTHLY PREMIUM RATE: \$50.79 Composite

MINIMUM ANNUAL SPECIFIC PREMIUM:

\$344.938

- 4. SPECIFIC DEDUCTIBLE PER COVERED PERSON: \$400,000
- 5. **AGGREGATING SPECIFIC DEDUCTIBLE:** \$125,000
 - X Entire Group

Named Individuals Only

6. MAXIMUM SPECIFIC BENEFIT PAYABLE MINUS THE SPECIFIC DEDUCTIBLE PER COVERED PERSON PER LIFETIME: Unlimited

4

7. BENEFIT PERCENTAGE PAYABLE: 100%

- 8. CLAIMS INCURRED PRIOR TO THE EFFECTIVE DATE ARE LIMITED TO: \$0
- 9. SEPARATE INDIVIDUAL SPECIFIC DEDUCTIBLES AND/OR INDIVIDUALS NAMED UNDER AN AGGREGATING SPECIFIC DEDUCTIBLE: None
- **10. SPECIAL LIMITATIONS:** The proposal is based on the utilization of the Premera Blue Cross Blue Shield PPO, for In-Network and Out-of-Network benefits that apply according to plan.

REASONABLE CHARGES - as applied to charges from providers who are not contracted as a provider for the primary provider network contracted by the Plan Sponsor means:

- 1. High cost drugs, dispensed by a facility during an inpatient stay or an outpatient facility during an outpatient service are limited to 125 % of AWP based on the most current edition of Red Book plus a dispensing fee allowance of 25 %. This limitation for high cost drugs shall also apply to drugs administered on an outpatient basis by a physician in an outpatient facility, clinic or office setting.
- 2. Surgical implants, devices and prosthetics dispensed by a facility during an inpatient stay or outpatient service are limited to 125 % of manufacturers invoice plus an acquisition and administration allowance of 25 %. This limitation for surgical implants, devices, and prosthetics shall also apply to such items dispensed on an outpatient basis by a physician in an outpatient facility, clinic, or office.
- 3. Allowable charges by a hospital facility for inpatient or outpatient services, or by a free standing outpatient facility or clinic shall be limited to a maximum of 200% of the Medicare Allowable amount.

OPTIONAL RIDERS ELECTED: Specific Advance Funding Endorsement,

SECTION 2-DEFINITIONS

ADMINISTRATOR means a firm which has been retained by You and approved by Us to provide payment of Eligible Expenses and administrative services for the Plan.

AGGREGATE MONTHLY FACTOR means the amount applicable to each Covered Unit as shown in the Schedule.

AGGREGATING SPECIFIC DEDUCTIBLE is a deductible applied in addition to the Specific Deductible Amount. Losses for each Covered Person in excess of the Specific Deductible Amount multiplied by the Benefit Percentage Payable will be added together until the cumulative total equals the Aggregating Specific Deductible amount shown in the Schedule of Stop Loss Insurance. A Specific Stop Loss reimbursement subject to the Maximum Specific Benefit is not paid until the Aggregate Specific Deductible has been satisfied.

ANNUAL AGGREGATE ATTACHMENT POINT which is determined at the end of the Policy Year and is an amount equal to the product of the Aggregate Monthly Factor times the number of Covered Units for each applicable month during the Policy Year. The Minimum Annual Aggregate Attachment Point is stated in the Schedule and the Annual Aggregate Attachment Point is described in Section 3. This amount is that portion of the Losses not covered by this Policy and entirely retained by You for the total Number of Covered Units in each Policy Year.

APPLICATION means the application for stop loss insurance submitted by You to Us in connection with the issuance of this Policy.

BENEFIT PERCENTAGE PAYABLE means the percentage shown in the Schedule at which Losses, in excess of the Specific Deductible Amount or Annual Aggregate Attachment Point, will be reimbursed by Us. Separate benefit percentages may apply to either the Aggregate Stop Loss or to the Specific Stop Loss.

BENEFIT PERIOD means the period of time, as stated in the Schedule, during which an Eligible Expense must be Incurred, and/or Paid to be eligible for reimbursement under this Policy.

CLAIM LIMIT PER COVERED PERSON means the maximum amount of Losses for any one person that will be counted towards satisfaction of the Annual Aggregate Attachment Point under the Aggregate Stop Loss. This amount is shown in the Schedule.

COBRA (COBRA CONTINUEE) means a Covered Person that elects to extend his or her coverage under the Plan as entitled under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

COST CONTAINMENT PROGRAM means a program designed to reduce or control the cost of providing plan benefits to participants of the Plan.

COVERED MONTH is determined from the Effective Date. Each new Covered Month will begin on the date which corresponds with the Effective Date. If there is no such date in any applicable month, then the last date of that month will be used.

COVERED FAMILY means a covered employee and his or her dependents covered under the Plan.

COVERED PERSON means an individual covered under the Plan.

COVERED UNIT includes an employee, employees and their dependents or such other defined units as specifically agreed upon between You and Us.

DISCLOSURE STATEMENT means the disclosure statement submitted by You to Us in connection with the issuance of this Policy.

ELIGIBLE EXPENSES means the eligible charges covered by the Plan and for which a Covered Person is liable. It does not include expenses noted in Section 5. Exclusions and Limitations, the Application, or any Endorsements.

EFFECTIVE DATE means the date the coverage begins as stated in the Schedule.

ENDORSEMENT means a written agreement attached to the Policy which adds, subtracts or otherwise alters the terms and conditions of the Policy.

EXPERIMENTAL OR INVESTIGATIVE SERVICES, means services, medical treatments, technology, supplies or drugs which:

- 1. have not been approved by the Federal Food and Drug Administration for the particular condition at the time the service, medical treatment, technology, supply or drug is provided; or
- is the subject of ongoing Phase I, II, or III clinical trial as defined by the National Institute of Health, National Cancer Institute or the FDA except for "Approved Clinical Trials" as the term is defined in Title XXVII of the Public Health Service Act, Section 2709, is provided as part of an ongoing Phase I or II or III clinical trial as defined by the National Institutes of Health, National Cancer Institute or the FDA; or
- 3. there is documentation in published U.S. peer-reviewed medical literature that states that further research, studies, or clinical trials are necessary to determine the safety, toxicity or efficacy of the service, medical treatment, technology, supply or drug; or
- 4. the treatment is governed by a written protocol that references determinations of safety, toxicity

and/or efficacy in comparison to conventional alternatives and/or has been approved or is subject to the approval by an Institutional Review Board (IRB) or the appropriate committee of the provider institution.

In determining any of the above, the Company will rely on recognized medical sources such as, but not limited to, the American Medical Association, including the Council of Technology Assistance Program and the Council on Medical Special Services; the National Institute of Health; Medicare; the Food and Drug Administration and other accepted medical authorities and sources.

INCURRED means the date on which medical services were rendered to or supplies were received by a Covered Person. For the purpose of disability income benefits, incurred means the date on which disability payments become due.

IN-FACILITY (DOMESTIC) EXPENSES means any hospital inpatient, hospital outpatient, clinic or staff physician charges incurred in a facility that is a parent, subsidiary or affiliate of the Policyholder.

LATE ENROLLEE means any individual who makes a written application for coverage under the Plan more than a specified number of days (as indicated in the Plan) after first becoming eligible for coverage under the Plan.

LOSS OR LOSSES mean Eligible Expenses Paid, in accordance with the Policy Basis/Benefit Period shown on the Schedule, by You or the Administrator on Your behalf for benefits under the Plan, in settlement of claims for benefits under the Plan; or in satisfaction of judgments for benefits under the Plan.

LOSS OR LOSSES, HOWEVER, DOES NOT INCLUDE:

- 1. deductibles, coinsurance, or copayment amounts of the Plan;
- 2. any payment which does not strictly comply with the provisions of the Plan; or
- 3. any payment which is not Medically Necessary; or
- 4. any payment for which there is any other group insurance, reinsurance or plan established pursuant to federal, state or local law or any other indemnity against Loss which would, except for the existence of this Policy, indemnify the Insured; or
- 5. any extra or non-contractual damages of any nature, compensatory damages, exemplary and punitive damages or liabilities of any kind whatsoever, including but not limited to those resulting from negligence, intentional wrongs, fraud, bad faith or strict liability on the part of You, Your Administrator or Your agent or broker; or
- 6. salaries paid to Your employees as well as Your claim and administrative expenses, consulting fees, or services provided on Your behalf by a third party; or
- 7. litigation costs and expenses.

MAXIMUM AGGREGATE BENEFIT means the amount stated in the Schedule.

MAXIMUM SPECIFIC BENEFIT means the amount stated in the Schedule.

MEDICALLY NECESSARY AND APPROPRIATE A Medically Necessary and Appropriate treatment is one that is:

- Is recommended and provided by a licensed physician, dentist, or other medical practitioner who is practicing within the scope of their license; and
- Is generally accepted as the standard of medical practice and care for the diagnosis and treatment of the particular condition; and
- Is approved by the FDA, if applicable.

Such treatment, to be considered Medically Necessary and Appropriate, must be clinically appropriate in terms of type, frequency, extent, site, and duration for the diagnosis or treatment of the sickness or injury. The Medically Necessary and Appropriate setting and level of services is that setting and level of services.

which, considering the Covered Person's medical symptoms and conditions, cannot be provided in a less intensive medical setting. Such services, to be considered Medically Necessary and Appropriate must be no more costly than alternative interventions, including no intervention and are at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of the Covered Person's sickness or injury without adversely affecting the Covered Person's medical condition. Merely because a physician recommends, approves or orders a treatment and/or service does not in and of itself make it Medically Necessary and Appropriate. The Company retains the right to determine whether care or treatment is Medically Necessary and Appropriate. Medically Necessary and Appropriate determinations are made regardless of Provider Network agreement terms and conditions.

MINIMUM ANNUAL AGGREGATE ATTACHMENT POINT means the amount stated in the Schedule.

MONTHLY AGGREGATE ATTACHMENT POINT means an amount equal to the product of the total Number of Covered Units per Covered Month of a Policy Year multiplied by the corresponding Aggregate Monthly Factor.

NUMBER OF COVERED UNITS means the total Covered Units existing in any one Covered Month and will be determined on a monthly basis in accordance with the definition of Covered Units; and the eligibility requirements of the Plan.

PAID (Payment) means that a claim has been adjudicated by the Administrator and the funds are actually disbursed by the Plan prior to the end of the Benefit Period. Payment of a claim must be unconditional and directly made to a Covered Person or their health care provider(s). Payment will be deemed made on the date that either You or Your Administrator tenders payment by mailing (or by other form of delivery) a draft or check; or when You or Your Administrator have issued definitive payment instructions to a payment clearinghouse or similar entity; and the account upon which the payment is drawn contains, and continues to contain, sufficient funds to permit the check or draft to be honored by the institution upon which it is drawn.

PLAN means the employee benefit plan You provide Your eligible employees and their eligible dependents, as defined in this Policy, which has been received and accepted by Us. Plan does not include life insurance, accidental death and dismemberment insurance, long and short-term disability insurance coverages, or fully insured major medical insurance coverages.,

POLICY means a legal contract between You and Us which describes the terms and conditions of insurance subject to its provisions, limitations and exclusions.

POLICY PERIOD means the specified period of time during which the coverage provided under this Policy is in effect, as stated in the Schedule.

PREFFERED PROVIDER ORGANIZATION means a health care organization composed of physicians, hospitals, or other providers which provides health care services at a reduced fee.

REFERENCED BASED PRICING means a methodology for establishing a maximum amount to pay providers which references a commonly known cost for the goods or services provided. The cost can be specific to a procedure; based upon data provided by an independent third party (such as Medicare (CMS), Red Book, or any other similarly recognized organization); or based upon the actual published provider costs.

SPECIFIC DEDUCTIBLE AMOUNT means the amount payable by You during the Policy Year for a Covered Person which is not eligible for reimbursement under the terms of this Policy. The Specific Deductible is shown in the Schedule.

USUAL AND REASONABLE CHARGES means the charge for the same or comparable service or supply in the geographic area in which the service or supply is furnished. Usual and Reasonable Charges are determined based upon:

- 1. the amount of resources expended to deliver the treatment;
- 2. the complexity of the treatment rendered:
- 3. charging protocols and billing practices generally accepted by the medical community; and

The Usual and Reasonable Charge will be equal to or greater than the 80th percentile of the charge for the same or comparable service or supply in the geographic area in which the service or supply is furnished.

SECTION 3 - AGGREGATE STOP LOSS INSURANCE

If at the end of a Policy Year, Losses exceed the greater of the Annual Aggregate Attachment Point or the Minimum Aggregate Attachment Point shown in the Schedule, We will pay You an amount equal to:

- 1. the amount by which Losses Paid during the Benefit Period exceed the applicable Annual Aggregate Attachment Point or the Minimum Attachment Point, whichever is greater;
- the Benefit Percentage Payable for Aggregate Stop Loss Insurance as shown in the Schedule;
- 3. the Maximum Aggregate Benefit as shown in the Schedule.

Payment of Policy benefits is:

- 1. subject to all terms, conditions, limitations and exclusions in this Policy and the Plan; and
- 2. contingent upon Our receipt of satisfactory proof of Loss (including, without limitation, an on-site audit) in accordance with the terms of this Policy, and Your request for reimbursement.

Losses Paid under this Section 3 during any Policy Year will be determined according to the Policy Basis/Benefit Period for Aggregate Stop Loss Insurance as shown in the Schedule, and will <u>not</u> include any amount paid or payable by Us to You for the applicable Policy Year for Stop Loss Insurance according to the terms in Section 4 of this Policy.

If this Policy terminates prior to the Expiration date as shown in the Schedule, all Aggregate Stop Loss coverage will end immediately. We will not be liable for Eligible Expenses Incurred or Paid by You after the termination date. The Minimum Annual Aggregate Attachment Point shown in the Schedule will continue to apply and will not be reduced.

SECTION 4-SPECIFIC STOP LOSS INSURANCE

If during the Policy Year, or any fraction of a Policy Year, Losses for any Covered Person exceed the Specific Deductible Amount shown in the applicable Schedule, We will pay a benefit for such Covered Person in an amount equal to:

- the amount by which Losses Paid during the Benefit Period exceed the Specific Deductible Amount as shown in the Schedule multiplied by:
- 2. the Benefit Percentage Payable for Specific Stop Loss Insurance as shown in the Schedule, subject to
- 3. the Maximum Specific Benefit as shown in the Schedule.

Payment of Policy benefits is:

- 1. subject to all terms, conditions, limitations and exclusions in this Policy and the Plan; and
- contingent upon our receipt of satisfactory proof of Loss in accordance with the terms of this Policy and Your request for reimbursement; and
- 3. determined, for any Covered Person during the Policy Year, according to the Policy Basis/Benefit Period for Specific Stop Loss Insurance as shown in the Schedule.

Payment will <u>not</u> include any amounts paid or payable by Us to You for Aggregate Stop Loss Insurance according to the terms in Section 3 of this Policy.

If this Policy terminates prior to the Expiration Date, the Benefit Period will not extend past the date of termination. In addition, the deductible per Covered Person will apply as if the Policy were in force for the entire Policy Year.

SECTION 5-EXCLUSIONS AND LIMITATIONS

Our liability under this Policy will not be increased if the Plan provides more liberal exclusions and limitations provisions.

In addition to the exclusions and limitations provided under the Plan, this Policy will not cover any of the following (unless such exclusion or limitation is specifically waived by rider or endorsement):

- 1. Expenses Incurred while the Plan is not in force for the Covered Person, or for a person not covered under the Plan.
- 2. Deductibles, co-payment amounts, or any other expenses which are not payable under the terms of the Plan or expenses which are payable by the Plan, or to You from any other source.
- 3. Expenses covered by Plan changes made prior to Our written approval of such changes.
- 4. For Experimental or Investigational Treatment or any procedure held to be Experimental
- 5. Expenses for services or supplies billed above the Usual and Reasonable Charges for the area where provided or which are greater than the Plan benefit.
- 6. Any expenses for any illness or injury arising out of, or in the course of an employment for wage or profit and for which a Covered Person would be entitled to benefits under Workers Compensation or similar occupational coverage whether or not such coverage is inforce.
- 7. Expenses resulting from any extra or non-contractual damages or legal fees and expenses for the defense thereof, or any fines or statutory penalties.
- 8. Legal expenses of any kind or description, including legal expenses related to or Incurred for the confinement of a Covered Person or any compulsory process to adopt, abstain from, or cease to continue a particular mode of treatment, care or therapy.
- 9. Expenses arising out of, caused by, contributed to or in consequence of war, declared or undeclared, or any act or hazard of such war.
- 10. Expenses for any COBRA continuee or retiree whose continuation of coverage was not offered in a timely manner or according to COBRA regulations.

- 11. Expenses incurred as a result of Your Administrator's failure to provide timely payment to providers that results in the loss of any discounted fees for supplies or services. We will reimburse only for the discounted amount had timely payment been made by Your Administrator.
- 12. Payments for In-Facility (Domestic) Expenses provided by the Policyholder, as a licensed hospital, shall be only payable up to N/A% excluded from coverage under the Policy.
- 13. Claim payments not administered or paid according to the Plan, or for which there is no documented proof of loss, unless the payment was authorized in writing by the Company.
- 14. Any claim processed by the Claims Administrator: (a) outside of the order in which it was received by the Claims Administrator; or (b) outside of the usual and customary cycle of the Administrator for processing claims will not be considered for reimbursement unless prior approval was given to the Administrator by the Company to process the claim outside of the order in which it was received or outside of the usual and customary cycle of the Administrator for processing claims. All claims will be processed by the Administrator in the order in which they are received by the Administrator and processed in the usual and customary cycle of the Claims Administrator for processing claims.
- 15. Expenses related to prescriptions for medical marijuana.
- 16. We may elect to reduce or deny any reimbursement which may be payable to You, to the extent that a payment may be made by another insurer, another Plan or any other party, to either the Plan or the Covered Person. This provision is applicable irrespective of how such payment is characterized and whether or not payment has actually been made for any or all of the Covered Person's losses.
- 17. Any amount which is actually Paid by the Policyholder for an expense which is Incurred by a Covered Person who: 1. Was a Covered Person at the time of the initial underwriting of this Policy, but whose known medical conditions were not accurately disclosed to Us at that time by the Policyholder or the Policyholder's Administrator; 2. Was a Covered Person at the end of the Policy Period, but whose known medical conditions were not accurately disclosed to us by the Policyholder or the Policyholder's Administrator prior to the date this Policy is renewed for a subsequent Policy Term; and 3. Becomes a Covered Person after the Effective Date of this Policy, but whose known medical conditions were not accurately disclosed to us by the Policy holder or the Policyholder's Administrator before the date the Policyholder acquires another affiliate, or establishes another class of employees eligible for coverage through the underling Plan(s). This exclusion will only apply if the aforementioned disclosure is 1. Fraudulent; 2. Material either to the acceptance of the risk, or to the hazard assumed by Us; or 3. We in good faith would either not have issued this Policy, or would not have issued this Policy in as large an amount, or at the same premium or rate, or would not have provided coverage with respect to the hazard resulting in the loss, if the true facts had been made known to Us as required.

SECTION 6- TERMINATION

This Policy and all Policy benefits will terminate upon the earliest of:

- on any premium due date, if the premium due on that date is not paid in full by the end of the Grace Period:
- 2. the premium due date following Our receipt of Your written notice to cancel or terminate this Policy;

- 3. the end of the Policy Year as shown in the Schedule;
- 4. the date of termination of the Plan or the Policy;
- the date that You do not pay claims or make funds available to pay claims as required by the Plan; or
- the date on which Your employees are covered under another employee benefit plan or fully insured medical program.
- 7. the premium due date where the Covered Units paid is less than 15.

In addition, this Policy shall automatically terminate upon the cancellation of the agreement between You and the Administrator, unless We have, prior to such cancellation, agreed in writing to Your designation of a successor Administrator.

SECTION 7-PREMIUMS

PAYMENT OF PREMIUMS

No coverage under this Policy shall be in effect until the first premium for the Policy is paid. For coverage to remain in effect, each subsequent premium must be paid on or before its due date. You are responsible for paying premiums when they become due. Premium due dates are determined from the Effective Date. Each premium due date is the same day of each month corresponding with the Effective Date. If there is no such date in any applicable month, the last day of that month shall be used.

GRACE PERIOD

We will allow a 31 day Grace Period for the payment of each premium due after the payment of the first premium. During this Grace Period, this coverage shall remain in effect unless the Policyholder shall have given us written notice of discontinuance in advance of the date of discontinuance and in accordance with the terms of the Policy. If any premium is not paid within this thirty-one day period, coverage under this Policy will immediately terminate without further notice. Such termination will be effective as of the premium due date immediately following the end of the last period for which the minimum monthly premium has been paid.

PREMIUM RATE/FACTOR CHANGE

We may modify the Aggregate Monthly Factor(s) or Specific Monthly Premium Rates on any of the following dates:

- the effective date of any change in benefits or other amendment to the Plan with Our written approval; or
- 2. the date that You acquire or dispose of any subsidiary, affiliated company, corporate division or assets relating thereto with Our written approval; or
- 3. any Anniversary Date as shown on the cover page of this Policy; or
- 4. any premium due date when there is a ten percent or more change in the number of Covered Persons during a Policy Year; or
- 5. any date where the Preferred Provider Organization referenced in the Schedule is changed .
- 6. at such time that the last two months of claims in the preceding Policy Year vary by more than ten percent from the average monthly paid claims for the prior ten months.

REINSTATEMENT

We may agree without prejudice to Our rights under this Policy to reinstate coverage as of the effective date of cancellation, on receipt and approval of written application for reinstatement and any and all other material and/or information as We may request, including but not limited to all outstanding premiums plus interest due from the effective date of reinstatement at a rate of 10.5% annually. No insurance shall be reinstated until We confirm such reinstatement to You in writing and any premiums have been paid.

SECTION 8 - CLAIMS

ADMINISTRATION OF CLAIMS UNDER YOUR PLAN

We have no duty to settle or adjust claims under Your Plan. You must retain and pay an Administrator at all times. No one, including You, may pay benefits on behalf of Your Plan unless named as the Administrator on Your Schedule and approved by Us. We will not reimburse You for Losses resulting from benefits paid by someone not authorized to do so.

You must make available sufficient funds to pay benefits when due.

You must ensure that Your Administrator will:

- 1. Supervise the administration and adjustment of all claims and verify the accuracy and computation of all claims, in accordance with the Plan;
- 2. Maintain accurate records of all claims;
- 3. Maintain separate records of all extra or non-contractual claims payments, and/or amounts paid in excess of the terms of the Plan;
- 4. Provide Us, on or before the 15th day of the Covered Month, with the following for the preceding Covered Month:
 - a. A report of total claims paid for the month;
 - b. A report of the total number of Covered Units under the Plan for the month; and
 - c. Any notices of potential claims for the month.

NOTICE OF POTENTIAL CLAIM

You or Your Administrator shall give Us a written notice of any potential claim within thirty days, or as soon as practically possible, of the date You become aware of the existence of a Covered Person with pending or potential Eligible Expenses in excess of fifty percent of the Specific Deductible Amount. Further, You or Your Administrator shall give Us written notice within thirty days of You becoming aware of the existence of a Covered Person whose injury or illness could be reasonably considered to Incur Eligible Expenses that would meet or exceed fifty percent of the Specific Deductible Amount, or if such Covered Person has a diagnosis listed on the attached Trigger Diagnoses list. In no instance shall any claim greater than the Specific Deductible be paid by You or Your Administrator without thirty days notification to Us. We reserve the right to review all Potential Claims and to determine the Usual and Reasonable amount of the charges that will be allowed by Us.

This notice shall include:

- 1. The name of the Covered Person;
- 2. The date of the accident or onset of illness;
- 3. The nature of the injury or illness; and,
- 4. The estimated total cost of the claim.

Your failure to furnish written notice within thirty days may invalidate or reduce the amount of the claims reimbursement, however such failure will not invalidate or reduce the claim if it was not reasonable possible to furnish such notice within such time, provided that written notice is furnished to Us as soon as is

reasonably possible. We reserve the right to determine whether or not it was reasonably possible to furnish such notice.

PROOF OF LOSS:

You or your Administrator must furnish us with written proof of claims, reports and supporting documents We may request loss within 90-days of the loss. If you do not furnish proof within 90-days as required, benefits shall still be paid for that loss if: (1) it was not reasonably possible to give proof within those 90-days; and (2) proof is furnished as soon as reasonably possible but no later than 1-year after the end of those 90-days.

PAYMENT OF CLAIMS

All benefits will be paid to You as they become payable under this Policy subject to the receipt and acceptance of all required material. Required material shall include Proof of Loss and proof of payment of Eligible Expenses under the Plan, as well as any reasonably required supporting documentation that may be requested. We will reimburse or deny claims under the Policy. Claims shall be administered by Us or Our authorized representative.

Payments by or notices from Us to the Administrator are deemed received by You upon receipt by the Administrator. Payments from You to the Administrator are not deemed received by Us. We act only as a provider of stop loss insurance coverage to the Plan. We do not act as a fiduciary. We do not assume any duty to perform any of the functions or provide any of the reports required by the Employee Retirement Income Security Act of 1974 (ERISA), as amended.

Payment under this Policy fully discharges Us from all claims under the Policy unless, before payment is made, We received at Our home office written notice by or on behalf of another person that the other person claims to be entitled to the payment or some interest in the Policy.

COST CONTAINMENT PROGRAM FEE REIMBURSEMENT

Fees that result from activities that are conducted in an effort to reduce the cost of claims of an individual Claimant, Cost Containment Program Fee Reimbursements are limited under the Policy to \$25,000 per Claimant and shall fall under and be reimbursed according to Usual and Reasonable Charges.

REFERENCED BASED PRICING, REFERENCED BASED REIMBURSEMENT, OR VALUE BASED PRICING FEE REIMBURSEMENTS

All fees for savings resulting from Claims pricing methodologies that use a percentage of Medicare reimbursements as their basis, such as but not limited to, Referenced Based Pricing, Referenced Based Reimbursement or Value Based Pricing, or methodologies that add an amount to the providers' actual cost of the procedures that comprise the Claim will only be considered as reimbursable by Us for claims that exceed the Specific Deductible Amount or the Annual Aggregate Attachment Point.

DETERMINATION OF BENEFITS

Determination of benefits under Your Plan is Your sole responsibility. We have no duty to settle or adjust claims under the Plan with You or Your Administrator. We have the right to review each claim You submit to Us for reimbursement to determine if You are entitled to reimbursement. We shall determine what materials may be needed by Us to complete Our review and determine if You are entitled to reimbursement. You have the sole responsibility to assure that in a timely manner, We receive, all materials requested by Us. Failure by You to deliver all requested materials may result in Your requested reimbursement being denied or reduced by Us. We have the authority to reimburse Losses covered under the Policy.

SUBROGATION

You are required to investigate and prosecute all valid claims that You may have against third parties arising out of any claim for which benefits were Paid by the Plan. You or Your Administrator shall account to Us for all amounts recovered. If You fail to pursue action against a third party and We have

made benefit payments under this Policy, We will be subrogated to all of Your right to recoveries. You are required to cooperate fully and do all things necessary and required by Us to pursue any action to recover against the third party.

Any amounts recovered by You, Your Administrator, or the Covered Person in such action shall be first used to reimburse Us for any benefit payments made on behalf of the Covered Person, and then to reimburse the expenses of the recovery. Any amounts recovered by Us shall be used to reimburse Us for any amount that We may have paid or become liable to reimburse to You under the terms of this Policy, and then to reimburse the expenses of the collection. All remaining amounts shall be paid to You. If We have reimbursed You for all or part of a particular Loss and You or Your Plan later recover for that Loss from a third party, You must repay Us to the extent of Our reimbursements, regardless of whether this Policy is still in force on the date You recover.

In the event You or Your Administrator do not consider a third party liable for certain claims paid under Your Plan but We do, We shall be subrogated to all of Your rights to make recoveries for such claims.

NOTICE OF APPEAL

Any objection, notice of legal action, or complaint, which is received on a claim processed by You or Your Administrator and on which it reasonably appears that benefits will be payable under this Policy, shall be brought to our immediate attention.

INDEPENDENT REVIEW ORGANIZATION

In the event that eligible Plan Benefits are deemed payable by the Plan due to a reversal by an Independent Review Organization of a previous denial of coverage, and such eligible Plan Benefits are not paid within the Benefit Period under this Policy, the Benefit Period to pay such eligible Plan Benefits will be extended for a period of 12 months from the end of the Benefit Period shown in the Schedule of Insurance, provided: 1) such Plan Benefits are not eligible under any other coverage; and 2) such Plan Benefits would otherwise be payable under the terms of this Policy. Subject to all other terms and conditions of this Policy, the Company agrees to accept as eligible claim expenses all

such Plan Benefits paid in accordance with the Plan that were previously denied and exceed the applicable deductible. When the Company reimburses the Policyholder for the amount of any Plan benefits payable under this provision, such Plan benefits will relate back to the Policy under which they were Incurred and will be excluded from any other Benefit Period. If the Policyholder terminates this Policy for any reason prior to the end of the Policy Period shown in the Schedule of Insurance, this provision does not apply.

SECTION 9-YOUR DUTIES

You shall maintain and make available to Us, at all times, such information and records as We may reasonably require evidencing Your proof of payment of amounts which qualify for coverage under this Policy.

You shall immediately notify us if You acquire or dispose of any subsidiary, affiliated company, corporate division or assets relating thereto.

You shall immediately notify Us of the date that You suspend active business operations or become insolvent or a bankruptcy action is commenced (whether voluntary or involuntary) or You are in liquidation or receivership.

You may retain an Administrator as Your agent to perform any or all of the duties listed in this Section. We are not liable under this Policy for any charges or expenses that may be incurred by You and/or Your Administrator for the performance of these duties.

You and the Plan acknowledge that:

1. The Administrator is not Our agent.

2. We must approve a change in Administrator prior to its occurrence.

SECTION 10-GENERAL PROVISIONS

ENTIRE CONTRACT

This Policy, the Endorsements, Your Application and Your Plan constitute the entire Agreement between the parties.

No change in the Plan, made after the Effective Date, shall have any effect on benefits payable under this Policy, unless a copy of such change has been submitted to and approved in writing by one of Our officers or Our authorized representative.

In case of a conflict between the Plan and this Policy, this Policy will prevail. We have relied on the information You provided to issue this Policy. You represent that such information is accurate. Should subsequent information become known which, if known prior to the issuance of this Policy, would affect premium rates, factors, terms or conditions for coverage thereunder, We will have the right to revise the premium rates, factors, terms or conditions as of the Effective Date, by providing written notice to You. Any fraudulent statement will render this Policy null and void and claims, if any, will be forfeited.

NOTICE

For the purpose of any notice required under this Policy, notice to the Administrator is notice to You, and conversely, notice to You is notice to the Administrator. Notice is deemed properly given, when given in writing.

EXAMINATION OF RECORDS

Your books and records, and the books and records of all of Your agents and representatives pertaining to the Plan and/or insurance provided by this Policy shall be available to Us and Our representatives during Your regular business hours for inspection and audit.

As a result of any audit, We may readjust premiums, Aggregate Attachment Points or reimbursements to You as may be needed to reflect Your and Our original intent in issuing this Policy.

YOUR ADMINISTRATOR

You may retain an Administrator as Your agent to perform any or all of the duties listed in this Policy. We are not liable under this Policy for any charges or expenses that may be incurred by You and/or Your Administrator for the performance of these duties.

You and the Plan acknowledge that the Administrator is Your agent and not Ours. Your administrator must be approved by Us and We must approve of any change in Administrator prior to its occurrence.

AMENDMENTS TO THE PLAN

No Amendment or change to the Plan, made after the Effective Date, shall have any effect on benefits payable under this Policy, unless a copy of such change has been submitted to and approved in writing by one of Our officers or Our authorized representative. Plan changes based on applicable laws or changes to laws are not excepted from this requirement. You shall immediately notify Us if the Plan is amended or terminated. If You do not give Us notice of amendment of the Plan Our liability is limited to the lesser of the benefits: a) under the Plan as if the Plan had not been amended; or b) the amount paid under the Plan.

CLERICAL ERROR

Clerical error will not invalidate insurance otherwise in effect nor continue insurance validly terminated. A clerical error does not include intentional acts or the failure to comply with the Plan or this Policy. If an error is discovered, an equitable adjustment in premium will be made. If a premium and/or factor(s) adjustment involves the return of unearned premium, the amount of the return will be limited to the premium for the twelve month period which precedes the date that We receive proof that such an adjustment should be made.

CONFORMITY WITH STATE STATUTES

If any provision of this Policy or its Effective Date conflicts with any applicable law, the provision will be deemed to conform with the minimum requirements of such law.

ASSIGNMENT

Your interest under this Policy is not assignable and any attempt to assign Your interest shall be null and void.

NON-PARTICIPATING

You are not entitled to share in Our surplus earnings.

LEGAL ACTION

No legal action to recover any benefits may be brought until sixty days after the date that written claim for benefits has been given to Us. No legal action may be brought more than three years after the Incurred date of the Loss for which benefits are claimed.

RENEWAL

At the end of a Policy Year, a subsequent Policy Year may be agreed to by You and Us. The Schedule in Section 1 will be amended to show the coverage and terms in effect during each subsequent Policy Year.

MEDICARE

This Policy does not provide benefits for any Loss for which payment has been made or would have been made, if application has been made or eligibility maintained, under Part A or Part B of Medicare on behalf of a Covered Person. However, if a Covered Person is eligible for Medicare but has a right to be enrolled under the Plan, such exclusion shall not apply.

LIABILITY AND INDEMNIFICATION

Except as specifically provided in any rider or endorsement, attached to and forming part of the Policy, We have no obligation to any third party. Our liability under this Policy is limited to reimbursing You for payments You make on behalf of Covered Persons for expenses covered under the Plan. You hold Us harmless for damages, of any kind, which are not caused by Our own negligent acts or omissions. We are not responsible for any liability You assume under any contract of agreement other than the Plan.

This Policy does not create any right or legal relationship whatsoever between Us and a Covered Person or beneficiaries under the Plan. We shall not have any responsibility or obligation under this Policy to directly reimburse any Covered Person, or provider of professional or medical services for any benefits which are provided under the terms of the Plan. Our only liability under this Policy is to You. Only one of Our officers may change this Policy. No change shall be valid unless the change is agreed to by an officer of The Company in writing.

RECOVERY OF OVERPAYMENT

If benefits are overpaid, We have the right to recover the amount overpaid by the following methods:

- 1. A request for lump sum payment of the overpaid amount; or
- 2. A reduction of any amounts payable under the Policy.

We will give written notice at least 30 calendar days prior to seeking recovery of an overpayment. Such notice will include adequate information to identify the specific claim and the specific reason for the recovery. No such recovery will be initiated more than 365 days after the date the original payment was made, unless We have clear and documented reasons to believe You have committed fraud or other intentional misconduct. We will provide You with an opportunity to challenge the recovery, including sharing of claims information, according to Our established written policies and procedures for challenging the recovery of an overpayment.

OFFSET

We have the right to offset any Losses payable to You under this Policy against premiums due and unpaid by You or against any overpayment of benefits. This right will not prevent the termination of this

Policy for the non-payment of premium or for failure to abide by any other term of this Policy under the Termination provision of this Policy.

SUBCONTRACTING

Our rights and obligations under this Policy may be performed wholly, or in part, through an authorized representative, subsidiary, affiliate or parent of the Insurance Company. Any subcontracting agreement made by Us will not increase or diminish the rights or obligations of the Policyholder or the Insurance Company.

ARBITRATION

Upon agreement between Us and the Policyholder, any controversy or claim arising out of or relating to this Policy, or the breach thereof, shall be settled by Arbitration in accordance with the rules of the American Arbitration Association, with the express stipulation that the arbitrator(s) shall strictly abide by the terms of this Policy and shall apply the rules of law applicable thereto. All matters shall be decided by a panel of three (3) arbitrators. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. The Policyholder and Us will agree to the venue of arbitration proceeding before the proceeding begins; if no agreement on the venue of an arbitration proceeding is reached, We, the Policyholder, or both jointly may request the director to make the venue determination after a hearing. This provision shall survive the termination and expiration of this Policy. The parties hereto may alter any of the terms of this provision only by express written agreement, although such alteration may be before or after any rights arise under this provision.

TIME LIMIT ON CERTAIN DEFENSES

In the absence of fraud or intentional misrepresentation of material facts in applying for or procuring coverage under the terms of this Policy, all statements made by You shall be deemed representations and not warranties. If these statements appear as part of the written Application or other written instrument signed by the Policyholder, the Company may use them to contest this Policy. If the Company does, the Company will furnish You with a copy of the document in question.

SEVERABILITY

Any clause deemed void, voidable, invalid, or otherwise unenforceable, whether or not such a provision is contrary to public policy, will not render any of the remaining provisions of this Policy invalid.

BANKRUPTCY/INSOLVENCY

The insolvency, bankruptcy, financial impairment, receivership, voluntary plan or arrangement with creditors, or dissolution of You or Your Administrator:

- 1. will not impose upon Us any liability or additional duties other than those defined can provided for in this Policy; (For example, We will have no responsibility to pay claims for Your Plan to ensure reimbursement under this Policy.) and
- 2. will not make Us liable to Your creditors, including Covered Persons.
- 3. will not relieve Us from the payment of any claim covered by this Policy.

Claims under the Plan must continue to be funded and Paid within contractual time frames in order to be eligible for reimbursement under this Policy.

OTHER INSURANCE

The insurance coverage provided by this Policy shall be excess over any other valid group health, excess insurance, or group indemnity coverage unless such other coverage is specifically issued to be in excess of the insurance provided by this Policy.

COST CONTAINMENT PROGRAM

We have the right to participate, at Our option and expense, in any savings or Cost Containment Program that You have in place or supplement your Cost Containment Program with one of Our choice. If no such program exists, We have the right to retain the services of a third party to implement a Cost Containment Program.

TAXES

The Policyholder agrees to hold Us harmless from any state premium taxes incurred with respect to funds paid to or by the Policyholder through the Plan(s). If any state premium tax is assessed against Us with respect to such funds, the Policyholder must reimburse Us for the amount of the state premium tax liability including any interest, penalty and costs incurred by Us as a result of the assessment. Taxes incurred with respect to premium paid for this Policy will be Our responsibility.

UNITED STATES FIRE INSURANCE COMPANY

Administrative Office: 5 Christopher Way, Eatontown, NJ 07724

APPLICATION FOR STOP LOSS INSURANCE

Application	Instructions:
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- A. Whenever used in this Application, United States Fire Insurance Company shall mean (The Company).
- B. Whenever used in this Application, the term "Applicant" shall mean the insured and all subsidiaries.

(Include all requested underwriting information and attachments. Provide a complete response to all questions and attach additional pages if necessary.
1	. Full Legal Name of Applicant (Plan Sponsor):
	Alaska Railroad Corporation
	Street Address: 327 West Ship Creek Avenue City: Anchorage, State: AK Zip: 99501
	Name of Primary Contact: Mike Humphrey
	Federal Employer's Tax I.D. #:92-0020624
	Type of Entity:
	☐ Corporation ☐ Partnership ☐ Proprietorship ☐ Other
2	Business Type and Description: 4725 Tour Operators
3.	Name and Addresses of Subsidiaries to be covered: None
4.	Employees and dependents to be covered under the stop loss policy: \underline{X} Actives \underline{X} COBRA \underline{X} Retirees \underline{X} Not actively at work
	Total Employees covered under the Medical Plan: 566
5.	Name of Administrator. Premera Blue Cross Blue Shield of Alaska
õ.	Name of Preferred Provider Organization: Premera Blue Cross Blue Shield of Alaska
7.	Proposed Effective Date of Policy: <u>January 1, 2022</u>
	Policy Period Requested:
	From January 1, 2022 to December 31, 2022 both days at 12:01 a.m. at the principal address of the insured.

	☐ Hospital domestic (inpatient) charge reimbursement limitations apply. Not Applicable				
8.	Full Name of Employee Benefit Plan:				
	Alaska HeritagePlus (Non-Grandfathered) 10387890119A-U/NU-Mgt				
	Alaska HeritagePlus (Non-Grandfathered) 10387890119R-Gold ESS				
	Alaska HeritageSelect-Retirees (Grandfathered) 10387890119B				
	Alaska HeritageSelect-Retirees (Grandfathered) 10387890119RNR				
	Alaska HeritagePlus HAS (Non-Grandfathered) 10387890119R-U/NU-Mgt. HSA				
	AGGREGATE STOP LOSS INSURANCE				
9.	Aggregate Stop Loss Insurance requested under the Policy: ☐ Yes ☑ No				
	SPECIFIC STOP LOSS INSURANCE				
10.	Specific Stop Loss Insurance requested under the Policy: ⊠ Yes □ No				
	BENEFITS TO BE INCLUDED: □ Vision				
	☑ Prescription Drug Card ☐ Weekly Income				
	□ Prescription Drugs (Major Med) □ Other:				
	☐ Dentai				
11.	Policy Basis/Benefit Period for Specific Stop Loss Insurance (check one): ☐ 12/12 ☐ 15/12 ☐ paid ☐ 12/15 ☒ 24/12 Eligible Expenses Incurred From January 1, 2022 through December 31, 2022; and Eligible Expenses Paid From January 1, 2021 through December 31, 2022.				
12.	Specific monthly premium rates: \$50.79 Composite				
	Minimum annual specific premium: \$344,938				
	Specific Deductible per covered: 				
14. Separate Individual Specific Deductible and/or individuals named under an Aggregating-Specific Deductible: None					
15. Additional options requested and included in premiums stated above:					
	X Specific Advance Funding				

Special Limitations

Special Limitations:

The proposal is based on the utilization of the Premera Blue Cross Blue Shield PPO, for In-Network and Out-of-Network benefits that apply according to plan.

REASONABLE CHARGES - as applied to charges from providers who are not contracted as a provider for the primary provider network contracted by the Plan Sponsor means:

- 1. High cost drugs, dispensed by a facility during an inpatient stay or an outpatient facility during an outpatient service are limited to 125 % of AWP based on the most current edition of Red Book plus a dispensing fee allowance of 25 %. This limitation for high cost drugs shall also apply to drugs administered on an outpatient basis by a physician in an outpatient facility, clinic or office setting.
- 2. Surgical implants, devices and prosthetics dispensed by a facility during an inpatient stay or outpatient service are limited to 125 % of manufacturers invoice plus an acquisition and administration allowance of 25 %. This limitation for surgical implants, devices, and prosthetics shall also apply to such items dispensed on an outpatient basis by a physician in an outpatient facility, clinic, or office.
- 3. Allowable charges by a hospital facility for inpatient or outpatient services, or by a free standing outpatient facility or clinic shall be limited to a maximum of 200% of the Medicare Allowable amount.

It is understood and agreed that as a condition precedent to the approval of the Application that:

- A. THE APPLICANT AGREES AND ACKNOWLEDGES THAT, DEPENDING UPON THE COVERAGE SELECTED AND THE TERMS OF ANY EXPIRING COVERAGE OR COVERAGE THE APPLICANT MAY ELECT IN THE FUTURE, THE APPLICANT MAY EXPERIENCE LOSSES THAT ARE NOT COVERED UNDER THE POLICY, WHEN ISSUED, OR UNDER ANY SUCH PRIOR OR SUBSEQUENT COVERAGE.
- B. Any Stop Loss Insurance resulting from this Application shall be described in and shall be subject to the terms and provisions of the Policy, when issued. Such Policy shall become effective on the date specified in this Application; provided that, including, without limitation: (1) a true and correct Disclosure Statement has been received, (2) the underwriting requirements have been satisfied, (3) the required premiums have been paid, (4) a copy of the executed Plan Document is received and acceptable to the Company pursuant to paragraph C. below, and (5) the Policy has been issued.
- C. Within ninety (90) days from the date of this Application, the Applicant shall furnish to United States Fire Insurance Company (the Company), for its approval, a copy of the executed employee benefit plan (the Plan Document) describing the benefits provided by the Plan. No Policy will be released nor claim reimbursed until such time as an acceptable Plan Document is received and accepted by the Company. If there is a material variance between the provisions of the Plan Document received by the Company, and the Plan provision upon which the terms and rates of the aggregate and specific excess coverage were based, the Company may, at its option, notify the Applicant of such variances and decline to release the Policy until such time as an amended Plan Document is received and accepted and, in the event such amended Plan Document is not received and accepted by the Company within thirty (30) days of such notice, all premium will be refunded and coverage will automatically be null and void retroactive to the proposed effective date.
- D. The Applicant will provide or employ supervision and claim administration facilities acceptable to the Company to administer the Plan Document and to process and pay claims according to the Plan Document.

- E. Initial premium deposit equal to first month's premium is enclosed to apply to the first payment under the Policy, if issued, subject to the requirements below. If the application is not accepted, the deposit will be returned. The receipt by the Company of the initial premium deposit and the deposit of any check drawn in connection with this Application shall not constitute an acceptance of liability. In the event that the Company does not approve this Application, its sole obligation shall be to refund the deposit to the Applicant.
- F. All statements and descriptions in this Application, the Disclosure Statement, and in the Plan Document referred to in this Application shall be considered to be representations and not warranties. The Applicant represents that the statements and declarations made in this Application, the Disclosure Statement, and in the Plan Document referred to in this Application are true and complete and the Policy, when issued, will be issued in reliance upon the truth and completeness of such statements and declarations. The Disclosure Statement, this Application and the Plan shall form a part of the Policy, and the Policy shall constitute all agreements existing between the Applicant and the Company, or any of their respective agents, relating to this Stop Loss Insurance for which this application is being made.
- G. Any person who knowingly and with intent to defraud any insurance company or other person files an Application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, may be guilty of insurance fraud.

Date:
Applicant's Executive Officer (print):
Title: Chief Human Resources Officer
Signature:
Date: 11/4/2021
Insurance Agency:
Insurance Agency Taxpayer ID or SSN: 94-1503999
Licensed Agent's Name (print): John R. Povinelli
Title: Sr. Vice President
Agent License No. 742862 John Roundly
Signature:

UNITED STATES FIRE INSURANCE COMPANY

Administrative Office: 5 Christopher Way, Eatontown, NJ 07724

APPLICATION FOR STOP LOSS INSURANCE

Application Instructions:

- A. Whenever used in this Application, United States Fire Insurance Company shall mean (The Company).
- B. Whenever used in this Application, the term "Applicant" shall mean the insured and all subsidiaries.
- C. Include all requested underwriting information and attachments. Provide a complete response to all questions and attach additional pages if necessary.

	questions and attach additional pages if necessary.				
1	L. Full Legal Name of Applicant (Plan Sponsor):				
	Alaska Railroad Corporation				
	Street Address: 327 West Ship Creek Avenue City: Anchorage, State: AK Zip: 99501				
	Name of Primary Contact: Mike Humphrey				
	Federal Employer's Tax I.D. <u>#:92-0020624</u>				
	Type of Entity:				
	⊠Corporation □Partnership □Proprietorship □Other				
2	. Business Type and Description: 4725 Tour Operators				
3.	Name and Addresses of Subsidiariesto be covered: None				
4.	 Employees and dependents to be covered under the stop loss policy: X Actives X COBRA X Retirees X Not actively at work 				
	Total Employees covered under the Medical Plan: 566				
5.	Name of Administrator. Premera Blue Cross Blue Shield of Alaska				
6.	Name of Preferred Provider Organization: <u>Premera Blue Cross Blue Shield of Alaska</u>				
7.	Proposed Effective Date of Policy: <u>January 1, 2022</u>				
	Policy Period Requested: From January 1, 2022 to December 31, 2022 both days at 12:01 a.m. at the principal address of the insured.				

	☐ Hospital domestic (inpatient) charge reimbursement limitations apply. Not Applicable			
8.	Full Name of Employee Benefit Plan: Alaska HeritagePlus (Non-Grandfathered) 10387890119A-U/NU-Mgt Alaska HeritagePlus (Non-Grandfathered) 10387890119R-Gold ESS Alaska HeritageSelect-Retirees (Grandfathered) 10387890119B Alaska HeritageSelect-Retirees (Grandfathered) 10387890119RNR Alaska HeritagePlus HAS (Non-Grandfathered) 10387890119R-U/NU-Mgt. HSA			
	AGGREGATE STOP LOSS INSURANCE			
9.	Aggregate Stop Loss Insurance requested under the Policy: ☐ Yes ☑ No			
	SPECIFIC STOP LOSS INSURANCE			
10.	Specific Stop Loss Insurance requested under the Policy: ⊠ Yes ☐ No			
	BENEFITS TO BE INCLUDED: ☑ Medical □ Vision ☑ Prescription Drug Card □ Weekly Income □ Prescription Drugs (Major Med) □ Other: □ Dental			
11.	Policy Basis/Benefit Period for Specific Stop Loss Insurance (check one): ☐ 12/12 ☐ 15/12 ☐ paid ☐ 12/15 ☒ 24/12 Eligible Expenses Incurred From January 1, 2022 through December 31, 2022; and Eligible Expenses Paid From January 1, 2021 through December 31, 2022.			
12.	Specific monthly premium rates: \$50.79 Composite			
	Minimum annual specific premium: <u>\$344,938</u>			
	Specific Deductible per covered: 			
	Separate Individual Specific Deductible and/or individuals named under an Aggregating-Specific Deductible; None			
	None_ 15. Additional options requested and included in premiums stated above:			
	X Specific Advance Funding			

Special Limitations

Special Limitations:

The proposal is based on the utilization of the Premera Blue Cross Blue Shield PPO, for In-Network and Out-of-Network benefits that apply according to plan.

REASONABLE CHARGES - as applied to charges from providers who are not contracted as a provider for the primary provider network contracted by the Plan Sponsor means:

- 1. High cost drugs, dispensed by a facility during an inpatient stay or an outpatient facility during an outpatient service are limited to 125 % of AWP based on the most current edition of Red Book plus a dispensing fee allowance of 25 %. This limitation for high cost drugs shall also apply to drugs administered on an outpatient basis by a physician in an outpatient facility, clinic or office setting.
- 2. Surgical implants, devices and prosthetics dispensed by a facility during an inpatient stay or outpatient service are limited to 125 % of manufacturers invoice plus an acquisition and administration allowance of 25 %. This limitation for surgical implants, devices, and prosthetics shall also apply to such items dispensed on an outpatient basis by a physician in an outpatient facility, clinic, or office.
- 3. Allowable charges by a hospital facility for inpatient or outpatient services, or by a free standing outpatient facility or clinic shall be limited to a maximum of 200% of the Medicare Allowable amount.

It is understood and agreed that as a condition precedent to the approval of the Application that:

- A. THE APPLICANT AGREES AND ACKNOWLEDGES THAT, DEPENDING UPON THE COVERAGE SELECTED AND THE TERMS OF ANY EXPIRING COVERAGE OR COVERAGE THE APPLICANT MAY ELECT IN THE FUTURE, THE APPLICANT MAY EXPERIENCE LOSSES THAT ARE NOT COVERED UNDER THE POLICY, WHEN ISSUED, OR UNDER ANY SUCH PRIOR OR SUBSEQUENT COVERAGE.
- B. Any Stop Loss Insurance resulting from this Application shall be described in and shall be subject to the terms and provisions of the Policy, when issued. Such Policy shall become effective on the date specified in this Application; provided that, including, without limitation: (1) a true and correct Disclosure Statement has been received, (2) the underwriting requirements have been satisfied, (3) the required premiums have been paid, (4) a copy of the executed Plan Document is received and acceptable to the Company pursuant to paragraph C. below, and (5) the Policy has been issued.
- C. Within ninety (90) days from the date of this Application, the Applicant shall furnish to United States Fire Insurance Company (the Company), for its approval, a copy of the executed employee benefit plan (the Plan Document) describing the benefits provided by the Plan. No Policy will be released nor claim reimbursed until such time as an acceptable Plan Document is received and accepted by the Company. If there is a material variance between the provisions of the Plan Document received by the Company, and the Plan provision upon which the terms and rates of the aggregate and specific excess coverage were based, the Company may, at its option, notify the Applicant of such variances and decline to release the Policy until such time as an amended Plan Document is received and accepted and, in the event such amended Plan Document is not received and accepted by the Company within thirty (30) days of such notice, all premium will be refunded and coverage will automatically be null and void retroactive to the proposed effective date.
- D. The Applicant will provide or employ supervision and claim administration facilities acceptable to the Company to administer the Plan Document and to process and pay claims according to the Plan Document.

- E. Initial premium deposit equal to first month's premium is enclosed to apply to the first payment under the Policy, if issued, subject to the requirements below. If the application is not accepted, the deposit will be returned. The receipt by the Company of the initial premium deposit and the deposit of any check drawn in connection with this Application shall not constitute an acceptance of liability. In the event that the Company does not approve this Application, its sole obligation shall be to refund the deposit to the Applicant.
- F. All statements and descriptions in this Application, the Disclosure Statement, and in the Plan Document referred to in this Application shall be considered to be representations and not warranties. The Applicant represents that the statements and declarations made in this Application, the Disclosure Statement, and in the Plan Document referred to in this Application are true and complete and the Policy, when issued, will be issued in reliance upon the truth and completeness of such statements and declarations. The Disclosure Statement, this Application and the Plan shall form a part of the Policy, and the Policy shall constitute all agreements existing between the Applicant and the Company, or any of their respective agents, relating to this Stop Loss Insurance for which this application is being made.
- G. Any person who knowingly and with intent to defraud any insurance company or other person files an Application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, may be guilty of insurance fraud.

Applicant's Executive Officer (print):
Title: Chief Human Resources Officer
Signature: ////////////////////////////////////
Date: 11/4/2021
Insurance Agency:
Insurance Agency Taxpayer ID or SSN:
Licensed Agent's Name (print):
Title:
Agent License No.
Signature:

Date:

Application and Authorization for Services by MATRIX Risk Management Services, LLC

Plan Sponsor/Client: Alaska Railroad Corporation Effective Date: January 1, 2022

Application is hereby made to MATRIX Risk Management Services, LLC for services provided by MATRIX Risk Management Services, LLC.

1) Full Legal Name of Applicant: Alaska Railroad Corporation

2) Address: 327 West Ship Creek Avenue Anchorage, AK 99501

3) Full name of Employee Benefit Plan: Alaska HeritagePlus (Non-Grandfathered) 10387890119A-U/NU-Mgt

Alaska HeritagePlus (Non-Grandfathered) 10387890119R-Gold ESS

Alaska HeritageSelect-Retirees (Grandfathered) 10387890119B

Alaska HeritageSelect-Retirees (Grandfathered) 10387890119RNR

Alaska HeritagePlus HAS (Non-Grandfathered) 10387890119R-U/NU-Mgt, HSA

4) Name, address, and contact person for the Designated Medical Management Firm (Utilization Firm): Premera Blue Cross Blue Shield of Alaska 3800 Centerpoint Drive, Suite 940 Anchorage, AK 99503

5) Name, address, and contact person for the Claim Administrator for the Employee Benefit Plan: Premera Blue Cross Blue Shield of Alaska 3800 Centerpoint Drive, Suite 940 Anchorage, AK 99503

6) Estimated enrollment for the Employee Benefit Plan and MATRIX RMS fee:

MATRIX RMS PEPM FEE: \$1.90 TOTAL ENROLLED: 566

RISK MANAGEMENT SERVICES

The Plan Sponsor hereby accepts the services and support offered and provided by MATRIX Risk Management Services, LLC (MATRIX RMS) and authorizes and directs its contracted service providers for:

- 1) Medical utilization review, pre-admission certification, prior authorization, concurrent review discharge planning outpatient service review, and medical case management; and
- 2) Claims administration: and
- 3) Prescription benefit management; and
- 4) Population health, disease management and wellness programs

to provide MATRIX RMS with information on a regular basis as requested by MATRIX RMS and to access specialty service providers identified by MATRIX RMS for the medical oversight of a potentially catastrophic medical claims and review of provider bills prior to their payment, that represent significant charges that can be expected to accumulate to over 50% of the specific deductible or \$50,000.00, whichever is less.

Resource assistance provided by MATRIX RMS includes accessing a variety of specialty resource firms that RMS has established relationships with for our clients, such as:

- Neonatal case management and bill review, including accuracy of bill, appropriateness of coding and charges, and negotiation of allowable amounts;
- 2) Gene and cellular therapy services including, but not limited to, CAR-T and Hemophilia drug acquisition, preferred pricing and treatment through an access agreement with Emerging Therapy Solutions (ETS):
- 3) Review of large hospital bills for accuracy of bill, appropriateness of coding and charges, negotiation of allowable amounts and negotiation of patient specific discounts. Reviews of this scope require the UB-92 bill summary, the itemized billing statement and information related to the nature and amount of potential contract adjustments related to PPO's contracted by the Plan or on a per patient claim basis;
- Access to national transplant networks including INTERLINK, LifeTrac, LifeSource and Optum for potential organ transplant cases;
- 5) Oncology treatment oversight and collaboration with treating Oncologist's and patient support services through the INTERLINK CancerCARE program, including drug review;
- 6) Dialysis management programs.

Initials

MRMS 20

Revised: December 22, 2020

Application and Authorization for Services by MATRIX Risk Management Services, LLC

Charges for the services provided by theses specialty resource companies for specific patient claim situations are paid by the Plan Sponsor as part of the participant's claim and will be considered for reimbursement by the medical stop loss contract if the benefit amount for the claimant exceeds the specific stop loss deductible amount in the contract of the Plan Sponsor. Services that are contracted on an annual basis and paid on a PEPM basis are administrative expenses and are not considered claim expenses.

MATRIX RMS makes these firms available to the Plan Sponsor and its contracted service providers to assist the Plan Sponsor in the management of its Plan. MATRIX RMS is not compensated by these firms.

MATRIX RMS will also provide the following services:

- 1) Coordination and oversight of specialty resource services recommended by RMS and selected by a Plan Sponsor,
- 2) Administration of the Loss Adjustment Program, (a pre-approved MATRIX Group Benefits, LLC program) that provides funds to Plan Sponsors to contract for independent specialists /consultants, Independent Review Organization (IRO's) or other resource services deemed necessary and appropriate by the Plan Sponsor to help make final adjudication decisions;
- 3) Administration of ICD-10 notification information at the medical management level with follow up to identify the services being provided to a plan participant;
- 4) Directions for and assistance with completion of the employer due diligence disclosure process;
- 5) Assistance with out of network / state provider contracting on a patient specific basis;
- 6) Assistance with identification and contracting specialty hospitals / "centers of excellence" on a patient specific basis;
- 7) Administration of a management review process for coordination of medical management and claim adjudication processes for potential and actual large claims;
- 8) Assistance in the coordination of Business Associate Agreements (BAA) to obtain medical claim information for disclosure and underwriting when necessary.

The Risk Management Program does not:

- 1) Provide direct consulting to the Plan Sponsor or its employee benefit plan;
- 2) Provide pre-adjudication decisions or advice to administrators related to the Excess Loss contract:
- 3) Make medical decisions, financial decisions or perform medical review functions;
- 4) Replace or duplicate other contracted services or adjudication services or consultants;
- 5) Contact plan participants.

Plan Sponsor/Client: <u>Alaska Railroad Corporation</u> hereby authorizes MATRIX Risk Management Services, LLC to obtain protected health information ("PHI") for the purpose of completing the services provided by this agreement.

The MATRIX Risk Management Program IS NOT a risk bearing program or a component of an excess loss rate but may be required by an excess loss carrier and is a required component of all MATRIX Group Benefits, LLC underwritten Excess Loss Proposals.

Acceptance of his MATRIX Risk Management Program	Proposa	l is made this	4m	day of November by
Signed: Mugus	Name:	Jennifer Mer	gens	
T.	Title:	Chief Human	Resources Off	icer

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "Agreement") is entered into on <u>January 1, 2022</u> between MATRIX Risk Management Services, LLC (the "<u>Business Associate</u>") and Alaska Railroad Corporation, (the "<u>Covered Entity</u>").

RECITALS

Because the Covered Entity will make available and/or disclose to the Business Associate certain Protected Health Information (as defined below), in order to facilitate services that are being provided between the Business Associate to the Covered Entity; and

Because the Business Associate will have access to and/or receive from the Covered Entity certain Protected Health Information (as defined below), that can be used or shared only in compliance with this Agreement and the HIPAA Rules (as defined below).

The Covered Entity and Business Associate agree as follows:

I. Definitions.

The below capitalized terms shall have the following meaning in this Agreement:

- a. "Breach" shall mean the unauthorized acquisition, access, use or disclosure of Unsecured Protected Health Information (as defined below), which compromise the security or privacy of such information.
- b. "Designated Record Set" shall mean a group of records maintained by the Covered Entity that is either; (1) the medical records and billing records about individuals maintained by or for a covered health care provider; (2) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (3) used in part by or for the Covered Entity to make decisions about an Individual.
- c. "HIPAA Rules" shall mean the Privacy, Security, Notification, and Enforcement Rules at 45 CFR Part 150 and Part 164.
- d. "HHS Privacy Regulations" shall mean the Code of Federal Regulations ("CFR.") at Title 45, Sections 160 and 164.
- e. "Individual" shall mean the person who is the subject of the information, and has the same meaning as the term "individual" as defined by 45 CFR Section 164.501.
- f. "Parties" shall mean the Business Associate and the Covered Entity.

- g. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E, as amended by the HITECH Act.
- h. "Protected Health Information" shall have the same meaning as the term is defined in 45 CFR Section 160.103, but is limited to any such information created or received by the Business Associate from or on behalf of the Covered Entity.
- i. "Required by Law" has the same meaning as this term has in 45 CFR § 164.501.
- j. "Secretary" shall mean United States Department of Health and Human Services ("HHS") or his designate.
- k. "Unsecured Protected Health Information" shall mean Protected Health Information that is not secured through the use of technology or methodology specified by the Secretary in regulations or as otherwise defined in the §13402(h) of the HITECH Act.

Any term not defined in this Agreement but having a specific definition within the HHS Privacy Regulations shall have throughout this Agreement the meaning attributed to that term in the HHS Privacy Regulations. Further, any prospective amendment to the laws referenced in this definitional section prospectively amend this Agreement to incorporate said changes by congressional act or by regulation of the Secretary of HHS.

II. Relationship of the Parties.

The relationship of the Covered Entity and the Business Associate is that of independent contractors. All acts performed by the Business Associate shall be deemed to be performed in its capacity as an independent contractor.

III. Term.

The term of this Agreement shall begin <u>January 1</u>, <u>2022</u> (the "<u>Effective Date</u>"), and shall terminate as provided in Articles VII and <u>VIII</u>.

IV. Limits on Use and Disclosure Established by this Agreement.

In carrying out this Agreement, the Business Associate agrees to comply with the HIPAA Rules. Therefore, the Business Associate agrees that it shall not use or disclose Protected Health Information, except as permitted or required by this Agreement or required by applicable law.

V. Permitted Disclosure by the Business Associate.

The Business Associate may use or disclose Protected Health Information for the following purpose(s):

- a. Use of Information for Management, Administration and Legal Responsibilities: The Business Associate is permitted to disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out legal responsibilities of the Business Associate.
- b. Sharing of Information for Management, Administration and Legal Responsibilities: The Business Associate is permitted to disclose Protected Health Information for the proper management and administration. Specifically, when the disclosure is required by law or the Business Associate obtains reasonable promises from the person to whom the Protected Health Information is disclosed that it will be kept private and used or disclosed only as required by law or for the purposes for which it was disclosed. In such a case, the person will immediately notify the Business Associate if it is discovered that the confidentiality of the information is broken.
- c. Additional Activities of Business Associate: In addition, the Business Associate may combine the Protected Health Information with the information the Business Associate received by the Business Associate in its capacity as a business associate of other covered entities if the purpose of combining the information is to provide the Covered Entity with data analysis relating to the health care operations of the Covered Entity. The Business Associate may not share Protected Health Information of one covered entity with another covered entity without proper permission.

VI. Responsibilities of the Business Associates.

- a. Proper Safeguards: The Business Associate shall maintain proper safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information in order to prevent any use or disclosure of Protected Health Information not permitted or required by this Agreement.
- b. Reports of Improper Use or Disclosure: The Business Associate shall report to Covered Entity within two (2) days of learning about any use or disclosure of Protected Health Information not permitted or required by this Agreement.

- c. Subcontractors and Agents: Business Associate agrees that any time Protected Health Information is provided or disclosed to any subcontractors or agents, the Business Associate shall enter into a subcontract with the subcontractor or agent that contains the same terms, conditions and restrictions on the use and disclosure of Protected Health Information as in this Agreement.
- d. Right of Access to Information: The Business Associate shall provide the Covered Entity with a right of access to any Protected Health Information within five (5) days of such request. In the event an Individual requests the Business Associate provide access to Protected Health Information, then the Business Associate shall contact Covered Entity and advise Covered Entity of the request. If Covered Entity determines that the Business Associate holds Protected Health Information in a Designated Record Set and the Individual is to be granted access to the Protected Health Information, then the Business Associate shall cooperate with the Covered Entity to provide the Individual with the Protected Health Information requested. Further, if the Designated Record Set is available electronically and the Individual requests an electronic copy, then the Business Associate must provide access to the Covered Entity in the electronic form and format requested by the Individual, if it can be readily produced in that form. The Business Associate shall take no direct action on any Individual's request for access to Protected Health Information before notifying the Covered Entity and receiving instructions from the Covered Entity.
- e. Making and Including Changes: The Business Associate shall amend any Protected Health Information as requested by the Covered Entity. In the event an Individual requests the Business Associate to amend Protected Health Information, then the Business Associate shall contact the Covered Entity and advise the Covered Entity of the request. If the Covered Entity determines that the Business Associate holds Protected Health Information in a Designated Record Set and the Protected Health Information regarding the Individual is to be amended, then the Business Associate shall cooperate with the Covered Entity to amend the Protected Health Information. The Business Associate shall take no direct action on any Individual's request for amendment to Protected Health Information before notifying the Covered Entity and receiving instructions from the Covered Entity.
- f. Provide Accounting: The Business Associate shall maintain documentation of any disclosures of Protected Health Information made by the Business Associate as may be required to facilitate the Covered Entity's response to an Individual's request for an accounting of disclosures in accordance with 45 CFR Section 164.528. The Business Associate shall, within ten (10) days of a request from the Covered Entity, provide the Covered Entity with the information collected in accordance with this paragraph.

- g. Performance of Covered Entity's Obligations: To the extent, the Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.
- h. Access to Books and Records: The Business Associate agrees to make its internal practices, books, and records relating to use or disclosure of Protected Health Information, available to the Secretary for purposes of determining the Covered Entity's compliance with the HIPAA Rules.
- i. Procedures to Reduce Damage: The Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to the Business Associate and that arises from a use or disclosure of Protected Health Information by the Business Associate that is contrary to the provisions of this Agreement.
- j. Property Rights: The Protected Health Information is the sole and exclusive property of the Covered Entity. The Business Associate agrees that it has no ownership rights to the Protected Health Information.
- k. Obligations in Event of a Breach: In the event, the Business Associate commits a Breach, the Business Associate must notify the Covered Entity of the Breach in writing no later than ten (10) days after discovery of the breach. For purposes of this Agreement, a Breach will be deemed to be discovered on the earlier of the date the Beach first becomes known to the Business Associate or the date the Breach would have been known if the Business Associate exercised reasonable diligence. The written notice of the Breach must include a brief description of what happened (including the dates of the breach and its discovery), the types of Unsecured Protected Information involved, and what the Business Associate is doing to mitigate losses and protect against any further breaches.

VII. Material Breach or Violation of this Agreement.

If the Covered Entity knows of a material breach or violation by the Business Associate of this Agreement, the Covered Entity shall take reasonable steps to cause the breach to be cured or the violation to end. Those reasonable steps shall include written notification to the Business Associate of the exact material breach or violation and thirty (30) days to cure the material breach or violation. If the Covered Entity is unsuccessful in its efforts to obtain a cure or stop the violation within thirty (30) days of sending written notice of the material breach or violation to the Business Associate, the Covered Entity shall terminate this Agreement. The Business Associate specifically authorizes termination of this Agreement by the Covered Entity, if the Covered Entity determines the Business Associate has violated a material term of the Agreement and the Business Associate has not cured the breach or ended the violation within thirty (30) days of receiving written notice of the material breach from the Covered Entity. If termination is not feasible, the Covered Entity

must report the material breach or violation to HHS. Upon notifying HHS, the Covered Entity shall provide the Business Associate with copy of its notification. The foregoing requirements equally apply if the Business Associate knows of a material breach or violation by the Covered Entity of this Agreement.

VIII. Termination of Agreement.

- a. Either party may terminate this Agreement upon thirty (30) day written notice.
- b. The Business Associate shall return or destroy all Protected Health Information, including any Protected Health Information in the possession of subcontractors or agents to the Business Associate. The Business Associate shall retain no copies of Protected Health Information. If the Business Associate determines that returning or destroying the Protected Health Information is not feasible, then the Business Associate shall provide the Covered Entity with a notice explaining the conditions that make return or destruction infeasible. The Business Associate shall then extend all the terms of this Agreement to such Protected Health Information for so long as the Business Associate maintains such Protected Health Information and shall limit further uses of such Protected Health Information to those purposes that make return or destruction infeasible. The obligations of the Business Associate under this Section VII (b) shall survive the termination of this Agreement.

IX. Indemnification.

The Business Associate hereby indemnifies and holds Covered Entity harmless for, from and against all claims, demands, losses, damages, expenses and costs, including, but not limited to, reasonable attorneys' fees and expenses actually incurred, arising out of or in connection with the Business Associate's failure to observe, perform and discharge the Business Associate's obligations and responsibilities under this Agreement. Similarly, the Covered Entity hereby indemnifies and holds Business Associate harmless for, from and against all claims, demands, losses, damages, expenses and costs, including, but not limited to, reasonable attorneys' fees and expenses actually incurred, arising out of or in connection with the Covered Entity's failure to observe, perform and discharge the Covered Entity's obligations and responsibilities under this Agreement.

X. Notices.

Any notice or other communication required or permitted hereunder shall be in writing, shall be marked as confidential, and shall be deemed given and effective when: (a) delivered personally or (b) three (3) days after the postmark date if mailed by certified or registered mail, postage prepaid, return receipt requested, if to the Covered Entity, addressed to it in care of the Covered Entity's signatory to this Agreement at the address stated below his signature hereto, and if to the Business Associate, addressed to it at the

address stated below its signature, or to such other address as such party may designate from time to time in a written notice to the other party or parties in accordance with the provisions of this Article X.

XI. Entire Agreement.

This Agreement constitutes the entire agreement between the Parties hereto relating to the disclosure and protection of Protected Health Information and Unsecured Protected Health Information and supersedes all prior oral and written agreements, negotiations, commitments and understandings of the Parties with respect to the contractual relationship between the parties.

XII. Amendment.

This Agreement may not be changed or amended except by writing executed by all the Parties.

XIII. Binding Effect, Assignment and Third Party Beneficiaries.

This Agreement shall be binding upon and injure to the benefit of the Parties and their heirs, legal representatives, successors and assigns (to the extent this Agreement is assignable). The Business Associate may not assign this Agreement or delegate any duties hereunder without the prior written consent of the Covered Entity. The Covered Entity may assign any of its rights or benefits under this Agreement, in its sole discretion, to any affiliate, assignee or successor in interest, and such persons and entities shall have the same rights and assume the obligations of the Covered Entity hereunder. The Parties do not intend this Agreement to create any third party beneficiaries, including individuals who are subject of Protected Health Information.

XIV. Choice of Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, but without regard to those provisions in the law which construes ambiguities against the drafter and without regard to conflict of laws rules.

XV. Jurisdiction and Venue.

The Parties stipulate that jurisdiction shall lie exclusively in the Superior Court of Maricopa County, Arizona for any action arising from this Agreement including, but not limited to issues involving the validity, interpretation or enforcement of the Agreement. They expressly consent to the jurisdiction and venue of such Court.

XVI. Proceeding Expenses.

In any controversy, claim or dispute arising out of, or relating to, this Agreement the prevailing, party, as determined by the court (or as applicable the mediator, arbitrator, etc.), shall be entitled to and shall award, in addition to any other relief, proceeding expenses. If neither party wholly prevails, the party that substantially prevails, as determined by the court (or as applicable the mediator, arbitrator, etc.), shall be awarded proceeding expenses. In determining the award of proceeding expenses, attorneys' fees, proceeding costs, costs of investigation and other reasonable expenses shall be included. For the purposes of this provision, the term "proceeding," shall include mediation, arbitration, administrative, bankruptcy and judicial proceedings, including appeals therefrom.

XVII. Severability.

If any one or more of the provisions of this Agreement shall be held invalid, unenforceable or void, the remainder of this Agreement shall remain in full force and effect.

XVIII. Counterparts.

Anchorace. AK 99501

This Agreement may be executed and delivered in one or more counterparts, each of which when executed and delivered shall be an original, and all of which when executed shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or other electronic transmission shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or other electronic means shall be deemed to be their original signatures for all purposes.

EXECUTED as of the date first set forth above.

"Covered Entity"	"Business Associate"
Alaska a road Corporation	MATRIX Risk Management Services, LL
By Mergens	Ву:
Print Name: Jenniler Mergens	Print Name: Timothy Paradis
Title: Chief Human Resources Officer	Title: Chief Financial Officer
Address: 327 West Ship Creek Avenue	Address: 190 U.S. Route One PMB 365
Anchorage, AK 99501	Falmouth, ME 04105



Group Name:	Alaska Railroad Corporation	Effective Date:	January 1, 2022	
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After diligent review, the undersigned represents that the information disclosed herein is complete and accurate. The undersigned also recognizes that Matrix Group Benefits, LLC (Matrix) on behalf of the insurance carrier is entitled to rely upon this information disclosed when setting terms and conditions for excess loss coverage as of the proposed effective date and to the extent such information is inaccurate or incomplete, Matrix reserves the right to rescind coverage as of the proposed effective date, or to adjust the terms and conditions to levels that Matrix would have proposed if the information provided had been accurate and complete. Nondisclosure of any individual who should have been identified on this disclosure may result in having such individual excluded from coverage.

Disclosure is intended to apply to and required for covered persons who are eligible for medical benefits under the self funded plan as of the proposed effective date. Covered persons include Active employees, those on FMLA, short term disability or extended leave, dependents of Active employees, former active and/or dependents of COBRA beneficiaries and retirees, or IRS 1099 employees and/or individuals covered under extended active service provisions or severance agreements.

To the extent applicable, please respond to item Nos. one (1) through three (3) as described below, and provide the requested information which should be available from and provided by the Applicable Parties. Applicable Parties include but are not limited to vendors for medical management, vendors for administration of benefits, and benefit plan administrators. The requested information should be provided through and including the ninth (9th) month of the current Plan Year. All reports such as the claim reports, pre-certification reports, and large claim reports, etc., should provide the basis for responding to the information requested below. The reports utilized for completion of this disclosure must be dated no earlier than 90 days prior to the proposed effective date and no later than 45 days prior to the proposed effective date. The date of the reports from the Applicable Parties will constitute the date of disclosure for the information requested in items one (1) through three (3) below.

Item No. four (4) described below requires the Plan Sponsor to identify any other conditions and/or ongoing medical situations that are known but may not have yet been identified to the Plan Sponsor. The date of the signature on this Excess Loss Disclosure Statement will constitute the date of the Plan Sponsor's disclosure of any conditions or medical situations which are known to the Plan Sponsor that have not yet been identified or reported by the Applicable Parties.

Using the appropriate reports from the Applicable Parties:

- 1. Please identify all information requested below for those covered persons who have been diagnosed with one (1) or more of the conditions listed on the attached "Detailed ICD-10 "Trigger" list.
- 2. Please identify all information requested below for those covered persons who have incurred 1) medical expenses in excess of 50% of the lowest proposed Specific Deductible or 2) medical expenses in excess of \$50,000, whichever is lesser. Information shall include incurred claims that have been received but not yet processed, have been pended or denied for any reason, or are under review, audit or appeal.
- 3. Please provide pre-certification reports for current hospital admissions or admissions requested within ninety (90) days of the ninth (9th) month prior to the proposed effective date, concurrent review reports for inpatient stays at the time this disclosure is completed, and case management reports for all patients actively in case management.
- 4. In addition to the reports from the Applicable Parties, please identify all individuals, as of the signature date, currently eligible under the plan that were formerly ineligible due to meeting their lifetime maximum in the past, as well as identify any covered person a) known to the Plan Sponsor who may be expected to incur medical expenses that could reach 50% of the lowest proposed Specific Deductible or \$50,000,whichever is less, and (b) who is reasonably believed or known to the Plan Sponsor to have any of the following conditions AIDS, ARC, cancer, leukemia, severe cardiovascular disease, any disorder of the immune system or enzyme disorder, any severe disorder of a major organ system, severe burns, trauma, any form of paralysis, premature infancy, bariatric surgery (completed or contemplated), or is a past or potential organ transplant candidate. If there are no covered persons which meet this criteria, please confirm.

Officer's Initials



EXCESS LOSS DISCLOSURE STATEMENT

Please be advised that MATRIX RMS may and the Applicable Parties should assist in gathering any reports needed to respond to the information requested in item Nos. 1 through 4 above. This does not replace the responsibility of the Plan Sponsor to review and ensure full disclosure is performed.

The Privacy Rules of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) permit the release of Protected Health Information (PHI) for the purpose of evaluating and accepting risk associated with the Insured as part of "Healthcare Operations". As medical excess loss carriers performing Healthcare Operations as defined under HIPAA, United States Fire Insurance Company and MATRIX Group Benefits, LLC are permitted to use and have disclosed to them Protected Health Information (PHI) without prior authorization from a Plan Participant for the sole purpose of evaluating the acceptability of this risk.

			Date(s) and	Amount	Amount	
Item No.	Covered erson	Diagnosis	Type of Service	Paid	Pending	Prognosis
13. <u>As pi</u> 1/1/21-9/3	rovided in the 11 pa 0/21, Report of paid	ge Alaska Railroad I claim data: 1/1/21	Corporation Matrix I -9/30/21, Updated 10	RMS Key Claimant /15/21	Report, Report of c	linical data:
4. Please	provide a respons	e here:				
None						
*Please do	o not simply state	"See Attached" i	n the above section.	Dates and descr	iptions of attache	d material(s)
should als	so be noted.* If mo es here, shall incl	re space is neede	d, attach the additio	nal information to	this form. "Dilige	nt Review."
Claim Adr	ministrator: Premera	Blue Cross Blue	Shield of Alaska F	Plan Sponsor: <u>Alask</u>	a Railroad Corpora	tion
Pre-Admis of Alaska	ssion Review Vendo	or: Premera Blue C		Officer's Name (prin		
Case Mar Alaska	nagement Vendor: P	remera Blue Cross	s Blue Shield of	Officer's Title: Chief	Human Resources	Officer
· HEATING			S	ignature and Date:	////////	CHO.
This comp	leted Disclosure S	tatement must be	s eigned no earlier th	an ninety (90) day	e prior and no let	or then forthe

This completed Disclosure Statement must be signed no earlier than ninety (90) days prior and no later than forty five (45) days prior to the effective date and delivered to our office to be reviewed and responded to by MATRIX Group Benefits, LLC, confirming quoted terms and conditions accepted by the Insurer.

++ To complete the Disclosure process below is the list of Trigger Diagnosis codes that require reporting as part of the underwriting and application for coverage process. The Trigger Diagnosis report helps ensure that the Employer Group represents the correct answer to item #1 on the excess loss disclosure form. We request that the Applicable Parties use a "trigger" diagnosis report format to clearly demonstrate that the subjective question identified in Item 2 is adequately researched before a response is provided.



DETAILED ICD-10 "TRIGGER" REPORT FOR DISCLOSURE DUE DILIGENCE

Please list all Plan Participants who have been diagnosed with or treated for any of the codes listed under the following categories during the current Benefit Period:

A00-B99	Certain infectious and parasitic disease
A40	Streptococcal sepsis
A41	Other Sepsis
B15-B19	Viral hepatitis
B20	Human immunodeficiency virus [HIV] disease
220	Training minimate outlier to you are a constant in the constan
C00-D49	Neoplasms
C00-C96	Malignant neoplasms
D46	Myelodysplastic syndromes
D50-D89	Diseases of the blood and blood-forming organs & disorders involving the immune mechanism
D57	Sickle-cell disorders
D59	Acquired hemolytic anemia
D60-D64	Aplastic and other anemias
D65-D69	Coagulation defects, purpura and other hemorrhagic conditions
D70-D77	Other diseases of blood and blood-forming organs
D80-D89	Certain disorders involving the immune mechanism
E00-E89	Endocrine, nutritional and metabolic diseases
E10-E13	Diabetes mellitus
E15-E16	Other disorders of glucose regulation and pancreatic internal secretion
E65-E68	Obesity and other hyper alimentation
E70-E89	Metabolic disorders
F01-F99	Mental, Behavioral and Neurodevelopmental disorders
F10.1	Alcohol Abuse
F11.1	Opioid Abuse
F20	Schizophrenia
F31	Bipolar Disorder
F32.3	Major depressive disorder, single episode, severe with psychotic feature
F33.1-F33.3	Major Depressive Disorder, recurrent
F84.0	Autistic Disorder
F84.2	Rett's Syndrome
F84.5	Asperger's syndrome
G00-99	Diseases of the nervous system
G00	Bacterial Meningitis
G04	Encephalitis Myelitis and Encephalomyelitis.
G06-G07	Intracranial and intraspinal abscess and granuloma
G12.21	Amyotrophic Lateral Sclerosis
G35	Multiple Sclerosis
G36	Other Acute Disseminated Demyelination
G37	Other Demyelinaring disease of central nervous system
G82.5	Quadraplegía
G83.4	Cauda Equina Syndrome
G92	Toxic Encephalopathy
G93.1	Anoxic Brain Injury
	<i></i>
<u>100-199</u>	Diseases of Circulatory System
120	Angina Pectoris
I21.09-I22	Acute myocardial infarction
I2 4	Acute and Subacute Ischemic Heart Disease
I25	Chronic ischemic heart disease
I26	Pulmonary embolism
127	Other pulmonary heart disease
I28	Other diseases of pulmonary vessels
I33	Acute & Subacute Endocarditis



EXCESS LOSS DISCLOSURE STATEMENT

I34-I38	Heart Valve Disorders
I42-I43	Cardiomyopathy
I44-I45	Conduction Disorders
I46	Cardiac Arrest
I47-I49	Cardiac Dysrhythmias
I50	Heart Failure

I60-161 Subarachnoid Hemorrhage / Intercerebral Hemorrhage

I63 Cerebral infarction

I65.8-I66 Occlusion of Precerebral /Cerebral Arteries

167 Other cerebrovascular disease 170 Atherosclerosis / Aortic Aneurysm

J00-J99 Diseases of Respiratory System

J40-J44 Chronic Obstructive Pulmonary Disease (COPD)
J84.l0-J84.89 Postinflammatory Pulmonary Fibrosis
J98.ll-J98.4 Pulmonary Collapse / Respiratory Failure

K00-K95Diseases of Digestive SystemK22Esophageal obstruction

K25-K28 Ulcers

K31 Other diseases of stomach & duodenum

K50 Crohn's disease K51 Ulcerative colitis K55-K64 Diseases of intestine

K65-K68 Diseases of peritoneum & retroperitoneum

K70-K77 Diseases of liver
K83 Diseases of biliary tract
K85-K86 Diseases of pancreatitis

K90-K95 Other diseases of digestive system/Complications of bariatric procedures

M00-M99 Diseases of Musculoskeletal System & Connective Tissue

M15-M19 Osteoarthritis

M32 Systemic Iupus erythematosus

M34 Systemic sclerosis
M41 Scoliosis
M43 Spondylolysis
M50 Cervical disc disorders

M51 Thoracic, thoracolumbar & lumbosacral intervertebral disc disorders

M72.6 Necrotizing Fasciitis M86 Osteomyelitis

N00-N99 Diseases of the Genitourinary System

N00-N01 Acute and Rapidly Progressive Nephritic Syndrome

NO3 Chronic Nephritic Syndrome NO4 Nephrotic Syndrome NO5-NO7 Nephritis and Nephropathy

N08 Glomerular Disorders classified elsewhere

N17 Acute Kidney Failure

NI8 Chronic Kidney Disease (CKD) NI9 Renal Failure, Unspecified

000-09A Pregnancy, childbirth and the puerperium

O09 High Risk Pregnancy

Oll Pre-Existing Hypertension with Pre-Eclampsia

O14-O15 Pre-Eclampsia and Eclampsia

O30 Multiple Gestation

O31 Other complications specific to Multiple Gestations

P00-P96 Certain conditions originating in the perinatal period

P07 Disorders of newborn related to short gestation and low birth weight

P10- P15 Birth Trauma P19 Fetal distress

P23-P28 Other respiratory conditions of newborn

P29 Cardiovascular disorders originating in the perinatal period

P36 Bacterial sepsis of newborn



EXCESS LOSS DISCLOSURE STATEMENT

P52-P53 Intracranial hemorrhage of newborn P77 Necrotizing enterocolitis of newborn

P91 Other disturbances of cerebral status newborn

Q00-099 Congenital malformations, deformations and chromosomal abnormalities

Q00-Q07 Congenital malformations of the nervous system

Q20- Q26 Congenital Cardiac malformations
Q41-Q45 Congenital Anomalies of Digestive system
Q85 Phakomatoses, not classified elsewhere

Q87 Congenital malformation syndromes affecting multiple systems

Q89 Other Congenital malformations

R00-R99 Symptoms, signs and abnormal clinical and laboratory findings, not elsewhere classified

R07.1-R07.9 Chest Pain R40-R40.236 Coma

R57-R58 Shock, Hemorrhage R65.2-R65.21 Severe sepsis

S00-T88 Injury, Poisoning and Certain Other Consequences of External Causes

S02 Fracture of skull and facial bones

S06 Intracranial injury S07 Crush injury to head

S08 Avulsion and traumatic amputation of part of head

S12-S13 Fracture and injuries of cervical vertebra and other parts of neck

S14.0-S14.15 Injury of nerves and spinal cord at neck level S22.0 Fracture of thoracic vertebra

S24 Injury of nerves and spinal cord at thorax level

S25 Injury of blood vessels of thorax

S26 Injury of heart

532.0-S32.2 Fracture of lumbar vertebra

S34 Injury of lumbar and sacral spinal cord and nerves S35 Injury of blood vessels at abdomen, lower back and pelvis

S36-S37 Injury of intra-abdominal organs

S48 Traumatic amputation of shoulder and upper arm **S58** Traumatic amputation of elbow and forearm S68.4-S68.7 Traumatic amputation of hand at wrist level **S78** Traumatic amputation of hip and thigh Traumatic amputation of lower leg **S88** Traumatic amputation of ankle and foot **S98** T30-T32 Burns and corrosions of multiple body regions Postprocedural cardiogenic and septic shock T81.11-T81.12

T82 Complications of cardiac and vascular prosthetic devices, implants and grafts

T83-T85 Complications of prosthetic devices, implants and grafts
T86 Complications of transplanted organs and tissue

T87 Complications to reattachment and amputation

Z00-Z99 Factors Influencing Health Status and Contact with Health Services

Z37.5-Z37.6 Multiple births

Z37.5-Z37.6 Multiple births Z38.3-Z38.8 Multiple births

Z48-Z48.298 Encounter for aftercare following organ transplant
Encounter for care involving renal dialysis

Z94 Transplanted organ and tissue status

Z95 Presence of cardiac and vascular implants and grafts

Z98.85 Transplanted organ removal status

Z99.1 Dependence on respirator
 Z99.2 Dependence on dialysis

Plan Year: January 2021 Deductible: \$400,000/\$125,000 Contract Terms: 24/12

Matrix RMS Key Claimant Report

RMS Comments/Projections		Ongoing treatment and claims 173,679.17 but not expected to exceed spec. AAC 5/19/21	Ongoing treatment and claims expected, not expected to exceed spec. AAC 5/19/21		Watch for facility info	
AMT Paid to Date	\$ 10,073.58	\$ 173,679.17	Not reported	\$ 154,388.07	\$ 17,250.17	Not reported
Utilize (n Network Provider	Unknown	Unknown	Unknown	Yes	Unknown	Unknown
Under CASE MGMT by UR Firm	Unknown	Unknown	Unknown	8	Unknown	Unknown
Prognosis	Unknown	Unknown	Unknown	Unknown	Unknown	
Major Procedure(s) or Services already rendered (past 12mo)	4/30/21, 5/10/21 OP ECG and CT of heart, 6/18/21 OP stress test	10/22/20 clinical email member is prescribed Ibranos 75mg at \$11,331 per month; 11/121 MRI of brain and CT thorax; 2/26/21, 4/13/21, 8/12/21 MRI of spine; 3/18/21, 4/13/21, 7/12/21 OP CT scan of spine, abdomen, pelvis and thorax; 4/21/21-7/19/21 OP radiation; 8/2/21 OP MRI of abdomen	August 2021 Triggers	1/1/21 OP CT thorax, abdomen & pelvis; MRI of brain; 2/18/21 OP ECG; 5/3/21-7/31/21 OP Radiation; 6/10/21 OP CT scans; 9/23/21 OP MRI of knee	1/19/21 OP laminotomy of spine; February 2021 Monthly Report, 9/30/21 OP MRI of spine	1/1/21 OP THA
Dlagnosis	Nonrheumatic aortic valve stenosis; ASHD	History of malignant neoplasm of breast; Post- mastectomy lymphedema; Secondary malignant neoplasm of lung and lymph nodes; Malignant melanoma of skin; Malignant neoplasm of bone; Radiation; Chemotherapy, Pulmonary manifestations; Intervertebral disc displacement	Disease of stomach and duodenum	Malignant neoplasm of endometrium and uterus; Cervicalgia; Cerebral ischemic; Benign neoplasm of colon; Cerebral ischemia; Pain in knee	Intervertebral disc disorders	OA, R hip
Empl Spouse Child		ш		ш	ш	
Patient Name	Afenoa, Nakisha	Anselm, Cheri	Behrend, Andrew	Blakley, Dianna	Bowen, Benjamin	Byron, Margo
#	60211235701	60089019502	60089022501	60128161801	601299336	60089018102

Matrix RMS Key Clalmant Report

Alaska Railroad Corporation Report of clinical data: 1/1/21-9/30/21 Report of pald claim data: 1/1/21-9/31/21 Updated: 10/15/21

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Plan Year: January 2021 Deductible: \$400,000/\$125,000 Contract Terms: 24/12

vices Prognosis MGMT by UR Network Firm Provider Vices AMT Paid to Date RMS Comments/Projections	Molair is weight based and lab value based (serum IgE) with dose between 75mg (most of the pediatric) and 375mg. Given as injection once every 2-4 weeks. AWP for 150mg syringe is \$1,354. Not expected to exceed to ex	Unknown Unknown	Unknown Unknown \$	aport Unknown Unknown \$ 13,334,13	eport Unknown Unknown \$ 17,684.33	lògram; am of Unknown Unknown Wot reported	nab MRI of Unknown Unknown \$ 107,030.25 RX claims averaging \$11k per	Unknown Unknown	
Major Procedure(s) or Services already rendered (past 12mo)	1/1/20-7/22/22 OP Omalizumab/Xolair injections	5/27/21 OP THA Unkn	4/14/21-4/14/22 OP Bevacizumab Injections	September 2021 Monthly Report Unkn	September 2021 Monthly Report Unkn	97721 OP CT of heart and angiogram; 10/14/21, 1/1/22 OP Angiogram of heart	3/4/21-3/4/22 RX Natalizumab Treatment for MS; 8/23/21 OP MRI of Unkno	v Report	╀
Diagnosis	Severe asthma; Obesity	OA, L hip	Macular degeneration; CKD stage 3B; Abdominal aortic aneurysm;	Supervision of pregnancy with poor reproductive Se history	Malignant neoplasm of L Se breast	Ventricular premature 9/7/2/ depolarization	Multiple sclerosis; 3/2 Disorder of brain	COVID-19 Se	
Patient Name Spouse Child	Cappel, Joshua D	Carlson, Rick S	Сһірето, Ѕtерһеп	Church, Lauren S	Clemetson, Dianna	Corbeil, Christopher	Creighton, Cheryl S	Davis, Cassandra S	Dorde Missessenthal
# Q	60069015601	60088998102	60089032201	602471423	602327975	60088992001	600890126-02	601789250	60088078009

Plan Year: January 2021 Deductible: \$400,000/\$125,000 Contract Terms: 24/12

Matrix RMS Key Claimant Report

Alaska Railroad Corporation Report of clinical data: 1/1/21-9/30/21 Report of paid claim data: 1/1/21-9/31/21 Updated: 10/15/21

RMS Comments/Projections	Ongoing chemo, CLB RX Cresemba \$6k/month;						Watch for surgical details and IP stay	
AMT Paid to Date	\$ 32,674.20	\$ 140,852.72	\$ 15,476.69	47 060 79		Not reported	\$ 67,122.72	
Utilize In Network Provider	Unknown	Unknown	Unknown	Unknown	Inkowa	Unknown	Unknown	
Under CASE MGMT by UR Firm	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	
Prognosis	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	
Major Procedure(s) or Services already rendered (past 12mo)	1/1/20-9/16/20 OP Rituxan; 1/7/20-6/3/21 OP Pegflignastin; 2/20/20 IP Mat Su Regional esophagitis, ICU care; 3/20/20 IP University Hospital Texas for hypertrophic pyloric stenosis; 3/20/20 IP UH Texas for agranulocytosis secondary to chemo; 4/27/20-5/4/20 IP UH Texas for chemo; 6/20/20 IP UH Texas for pneumonia; 7/21/20 OP CBD; 8/7/20 OP CT scan; 8/20/20 IP UH Texas for sepsis; 9/20/20 IP UH Texas for sepsis; 9/20/20 IP UH Texas for neutropenia and Filgrastim; 1/1/21 OP CT scans of abdomen and pelvis and echo; 1/6/21, 4/6/21 OP EGD;	March 2021 Paid Claims Report	12/11/20 OP EGD; 1/1/21 OP ECG and stress test; 5/21/21 OP MRI of abdomen and pelvis	4/5/21-4/15/21 IP For skull fracture	August 2021 Triggers	April 2021 Trigger Report; 4/28/21 OP brain MRI	3/19/21, 7/5/21, 7/20/21, 8/11/21 OP ECG; 4/28/21 OP MRI of brain; 7/21/21 Transcatheter repair of atrial septal defect with implant	77.5
Diagnosis	Large B-Cell Lymphoma; Burkitt Lymphoma, iymph nodes of multiple sites, spleen; Candidal esophagitis; Pancytopenia; Anemia; Agranulocytosis; Chest pain; Gl hemorrhage; Dehydration; Disorder of phosphorus metabolism; Chest pain; Sepsis; Neutropenia; Diverticulitis; Rectal abscess; Chronic gastritis	Multiple sub segmental pulmonary emboli; Disease of liver;	Dyspnea; ASHD; Melena; Angina; Chronic gastritis	Fracture of vault of skull	OA, L knee	CKD, stage 3; Parkinson's disease	Atrial septal defect, Nonspecific intraventricular block	
Empl Spouse Child	ш	ш						
Patient Name	Degenstein, Ray	Dekreon, Andrew	Dianowski, David	Dillard, Charles	Dudick, Heather	Estes, Marillyn	Flanery, Ryland	
#L	600889931-01	600890108	60089035801	60089024401	60106225801	10126590402	60170023803	FINAL 90 DAY KOR

3 of 11

Matrix RMS Key Claimant Report

Plan Year: January 2021 Deductible: \$400,000/\$125,000 Contract Terms: 24/12

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RMS Comments/Projections					RX claims averaging \$7,400 per mo. Natalizumab is paid at \$10,554 per month / \$127k annually.			Watch for IP stay
AMT Paid to Date	Not reported	\$ 75,224.33	\$ 545,627.74	Not reported	Not reported	\$ 11,893,73	\$ 37,624,99	\$ 20,822,36
Utilize In Network Provider	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown
Under CASE MGMT by UR Firm	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown
Prognosis	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown
Major Procedure(s) or Services already rendered (past 12mo)	3/25/21 OP EGD; 7/6/21 CT of abdomen and pelvis	August 2021 Triggers	74/21-8/5/21 IP admit to Harborview MC for puncture wound of head due to suicide attempt; discharged home with trach and probable multiple reconstructive surgeries; 8/17/21 OP CT of face: 9/14/21 Identified on August claim report;	August 2021 Triggers	Rx Treatment for MS with Tysabri (Natalizurnab), New breast cancer diagnosis 6/2020; 6/2/20-8/30/20 OP radiation; 8/20/20 50% Notice received; 10/22/20 CM email with RX Info, plus member receiving radiation every couple of days, between \$4,450-\$6,000;	September 2021 Monthly Report	April 2021 Paid Claims Report, 4/22/21 OP EGD	7/1/21 Precent for Laminotomy
Diagnosis	Barrett's esophagus; Bladder disorder	T2 diabetes with retinopathy, neuropathy, foot ulcer and hyperglycernia; Complete amuptation of R great toe	Puncture wound without foreign body of head; Maxillary fracture, leff side, initial encounter for open fracture; Bipolar disorder; Depression; Suicide attempt	Congenital spondylolisthesis	Multiple sclerosis; Intraductal carcinoma of R breast; Malignamt neoplasm of R breast	Intervertebral disc disorders	Diverticulitis; Barrett's esophagus	Intervertebral disc displacement
Spouse Child		ш	ш		ω	Е	В	
Patient Name	Frank, Rodney	Galimba, Raschad	Gimbel, Jeffrey	Grandel, Maria	Grimes, Stephanie	Gunter, Andee	Haag, David	Hacker, Jason
# 0	60089030101	60089023501	60100797401	60089022104	600890116-02	601307308	600889775	60088985401

Plan Year: January 2021 Deductible: \$400,000/\$125,000 Confract Terms: 24/12

Matrix RMS Key Clalmant Report

RMS Comments/Projections	10	Hyqvia is SQ-IG every 3-4 weeks. Hizentra is SQ infusion every week. Ok at spec. AAC 10/20/20				Watch for IP stay				
AMT Paid to Date	\$ 15,289.45	\$ 91,362.03	Not reported		Not reported Not reported	\$ 95,054.45	\$ 44,642.14	\$ 64,258.05	S 38 292 47	
Utilize in Network Provider	Unknown	Yes	Unknown		Unknown	Unknown	Unknown	Unknown	Unknown	Unknown
Under CASE MGMT by UR Firm	Unknown	, Yes	Unknown	I Information	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown
Prognosis	Unknown	Stable	Unknown	Hinkmann	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown
Major Procedure(s) or Services already rendered (past 12mo)	8/20/21 OP Mri of brain	Receives Hyqvia injections at home since 2016; 12/2019 IP at AK Regional for interstitlal pulmonary disease; 1/2020-11/7/21 precert for Hizentra; 7/22/21 OP CT scan of thorax	8/30/21 OP MRI of spine; 9/23/21 OP MRI of hip; 11/8/21 Precert for OP THA	5/24/21 OP MRI of chast	4/19/21 OP MRI of breast, 7/27/21 OP Ct scans of thorax, abdomen and palvis	4/22/21 Precert for lap gastrectomy; 8/17/21 OP ECG	3/19/21 OP CT scan of chest	3/19/21 OP MRI of brain and spinal canel	March 2021 Paid Claims Report	September 2021 Monthly Report
Diagnosis	Cerebral infarction; Melena; Parasthesia of skin	Common variable immunodeficiency with predominant abnormalities of B-cell numbers and function; Interstitial pulmonary disease; Abnormal findings on lung field; Zoster	Nontoxic single thyroid nodule; Gotter; OA L hip	Aortic ectasia	Malignant neoplasm of breast	Morbid obesity; Transient cerebral ischemic attack; CHF; Atelectasis; Gastritis; Fatty change of liver; Hypertension	Ventricular premature depolarization	MS	Unitateral inguinal hemia	L shoulder labrum tear
Spouse Child		Ø				ω	တ	s	w	တ
Patient Name	Helm, William	Hoadley, Megan	Holdsworth-Moore, Remy	Hoft, Jeanette	Hoster, Catherine	Hunt, Shella	Johnson, Cassandra	Keim, Gretchen	Keller, Frank	King, Kristen
# ©	60158946101	600890041-02	60088979502	60088992601	60089021302	601269374	601448742	60088981802	601065959	600889812

Matrix RMS Key Claimant Report

Plan Year: January 2021 Deductible: \$400,000/\$125,000 Contract Terms: 24/12

# Q	Patient Name	Spouse Child	Diagnosis	Major Procedure(s) or Services already rendered (past 12mo)	Prognosis	Under CASE MGMT by UR Firm	Utilize in Network Provider	AMT Paid to Date	RMS Comments/Projections
60187562705	Lake, Della	S	Cervical disc displacement	5/7/21 Precert for arthrodesis	Unknown	Unknown	Unknown	\$ 47,438.84	
601067558-06	Larson, Finley	٥	Respiratory distress of newborn; Infant delivered by C-section	4/24/21-7/1/21 IP admit to PAMC at 31 weeks, IP NICU for low birth weight, jaundice and respiratory distress. Was released on enteral formula with OP care for feeding difficulties	Unknown	Š	Yes	\$ 486,887,15	Dependent of Scott Larson
601067558-02	Larson, Rachel	ဟ	Preterm labor with delivery, 3rd trimester	June 2021 Monthly Report	Unknown	Unfmown	Unknown	\$ 84,690,14	
60089017501	Lauer, Michael		Morbid obesity; OA R shoulder and ankle and for; Spondylolisthesis; Intervertebral disc disorders	August 2021 Triggers	Unknown	Unknown	Unknown	\$ 12,869,27	
60362285002	Lawe, Chase		Intervertebral disc degeneration	9/16/21 OP MRI of spine	Unknown	Unknown	Unknown	Not reported	
600889824-02	Leis, Leah	w	Complex regional pain syndrome; Hereditary and idiopathic neuropathy; Neuralgia/neuritis; History of multiple spinal surgeries; Other specified polyneuropathies;	Ongoing RX for Humira	Unknown	Unknown	Unknown	\$ 93,851,01	
600890237	Lombard, Theodore	ш	Diverticulum of esophagus	January 2021 Monthly Report	Unknown	Unknown	Unknown	\$ 26,173,75	No further info on January 2021 detail report
600890057	Long, Tanner	۵	Fracture of R ulna; pain from internal ortho device;	February 2021 Monthly Report	Unknown	Unknown	Unknown	\$ 130,690.15	
600890136	Lunn, Reese	Q	Post traumatic stress disorder	February 2021 Monthly Report	Unknawn	Unknown	Unknown	\$ 43,611.19	
FINAL 90 DAY KQR				6 of 11					

k RMS nant Report

Plan Year: January 2021 Deductible: \$400,000(\$125,000 Contract Terms: 24/12

Matrix RMS Key Claimant Report

RMS Commenta/Projections			Had \$75k in paid claims for 2019. Not expected to reach 50% with Actemra, AAC			Ongoing claims for RX but should not exceed spec, AAC 5/19/21	New cancer diagnosis from September 2021 Precerts		High \$ claims for dx, Baby 93,022.95 would not covered as member is dependent? SL
AMT Paid to Date	22 544 00		\$ 56,660,45	\$ 31,257.07		\$ 49,081.46	Not reported	Not represent	\$ 93,022.95
Utilize In Network Provider	Unknown	Unknown	Unknown	Unknown	Phlomosom	Unknown	Yes	Unknown	Unknown
Under CASE MGMT by UR Firm	Unknown	Unknown	Unknown	Unknown	Inframe	Unknown	Yes	Unknown	Unknown
Prognosis	Unforewn	Unknown	Unknown	Unknown	Linkmosem	Unknown	Ongoing	Unknown	Unknown
Major Procedure(s) or Services already rendered (past 12mo)	4/2/21 OP MRI of brain	11/24/20 OP L heart angiogram; 12/16/20 OP Coronary angiogram, 7/28/21, 7/29/21 OP ECG	1/1/20-12/15/20 OP RA infusions with Actemra, 9/8/20, 9/28/20-4/20/22 Precert for Inflivimab; 1/1/21 Op MRI of foot	8/23/21 OP MRI of abdomen and pelvis; 10/14/21 OP MRI of spine	9/23/21, 1/1/22 OP EGD	1/18/20 ongoing OP chiropractic therapy, Ongoing Prolia injections; Unidentified high dollar RX treatment since Jan 2020 @ \$11,856.97 per month	10/13/21 OP CT scans of pelcis, thorax, neck; tx at PAMC, Alaksa Oncology - Dr Mary Stewart. Per CM on 10/20, new dx, CM to be assigned.	10/28/21 OP EGD	September 2021 Monthly Report
Diagnosis	MS	Hypertipidemia, ASHD; Nonrheumatic aortic valve disorders; Cervical disc disorders; Presence of cardiac implantigraff	Juvenile Arthritis, unspecified site; T1 diabetes with hyperglycemia; Chest pain; Pain in L'foot; Ehlers- Danlos syndrome	Crohn's disease; Intervertebral disc degeneration	COPD; Dysphagia	Malignant neoplasm of breast	Non-Hodgkin lymphoma	Iron deficiency anemia	Single liveborn infant, delivered vaginally
Empl Spouse Child	S		ပ	S	S	w			۵
Patient Name	Maddox, Korey	MacDonald, John	Mills, Starr DOB 3/30/2005	Moore, Sarah	Moose, Holly	Naser, Karen	Paul, William	Pe Benito, Sherwin	Pearce, Emma
# 0	60088985002	60089037901	60089008204	60294746502	60167192602	600890385	60336612802	60170636801	602947462

Plan Year: January 2021 Deductible: \$400,000/\$125,000 Contract Terms: 24/12

Matrix RMS Key Claimant Report

			-						
RMS Comments/Projections		No mention of treatment for COVID-19							
AMT Paid to Date	\$ 41,201.22	\$ 32,381,98		\$ 26,240.00	\$ 224,328.55	\$ 72361.06	\$ 114,156,62	Not reported	\$ 11,431.53
Utilize in Network Provider	Unknown	Unknawn	Improvement	Linkows	Yes	Unknown	Unknown	Unknown	Unknown
Under CASE MGMT by UR Firm	Unknown	Unknown	Linkwan	Linknoum	Š.	Unknown	Unknawn	Unknown	Unknown
Prognosis	Unknown	Unknown	Unknown	Unknown	Stable	Unknown	Unknown	Unknown	Unknown
Major Procedure(s) or Services already rendered (past 12mo)	April 2021 Paid Claims Report	17/21 OP Stress (est; 10/4/21 OP MRI of spine and elbow	3/26/21 OP EGD	April 2021 Paid Claims Report	11/11/20-2/9/21 precent for total hip replacement; 11/121, 3/25/21 OP CT abdomen and pelvis; 7/19/21 50% notice	7/28/20-7/27/21 Precert for Infliximab injections	Jarwary 2021 Monthly Report; 1/1/21 OP ECG and cardiac PET scarr; 1/6/21 OP L heart angiogram	9/13/21 OP Cardiac MRI	9/14/21 OP CT of orbit, sella, ear, 10/7/21 OP Angiogram of head
Diagnosis	Severe pre-eclampsia complicating childbirth	Nonrheumatic mitral valve insufficiency; Cardiomegaly; Chest pain; COVID-19; Thrombophilla; Neutropenia; Disorder of thyroid; Aftb; Intestinal malabsorption; Cervical disc degeneration; Pain in R elbow	Cirrhosis of liver	Autism	Osteoarthritis, It. hip; Malignant neoplasm of bladder, Sepsis; Heart failure; Cardiomegaly; Acute respiratory failure with hypoxia; Lung disorder	Ankylosing spondylitis; Dislocation of hand	ASHD; Abnormal result of cardio function study; Chest pain; Presence of coronary implant/graft	Ventricular premature depolarization; Melena	COVID-19; Dizziness and giddiness; Lyme disease
Empl Spouse Child	တ	W	ш	۵	ш	ш	ш		
Patient Name	Peter, Sarah	Poole, Donna	Praft, Jason	Preston, Shaylynn	Quinn, Jr., Alan	Reilly, Eileen	Reitz, Lynn	Robinson, Azaria	Rowe, Patrick
#	602831146	60107432402	60349247601	603328963	60089004801	60088978301	600890330	60089010402	60320963901

x RMS nant Report

Plan Year: January 2021 Deductible: \$400,000/\$125,000 Contract Terms: 24/12

Matrix RMS Key Claimant Report

RMS Comments/Projections	July 2021 Paid claims reports Inactive	New cancer diagnosis from Sept 2020 PrecertTrigger Report					
AMT Paid to Date	\$ 44,143,09	\$ 53,238.31	Make	Not reported	\$ 37.895.75		\$ 56,306.21
Utilize in Network Provider	Unknown	Unknown	linkman	Unknown	Unknown	Informaci	Unknown
Under CASE MGMT by UR Firm	Uлкпомп	Unknown	Unknown	Unknown	Unknown	Inknown	Unknown
Prognosis	Unknowm	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown
Major Procedure(s) or Services already rendered (past 12mo)	2/3/20 CT scan of thorax; 2/14/20, 9/22/20 MRI of brain; 3/4/20-8/30/20 Radiation planning treatments; 4/22/20 Pt doing well on OP monthly chemo with Faslodex, Zelodex, Xgeva, due for restaging scans; 6/1/20, 9/3/20, 1/1/21, 4/28/21 OP CT scans; 1/1/21, 5/5/21, 5/5/21 OP MRI of brain, and spine; 1/1/4/21-4/20/21 OP radiation; 2/4/21-5/5/21 OP radiation; 2/4/21-5/5/21 OP radiation; 2/4/21-5/5/21 50% notices;	9/28/20, 1/1/21 OP ECG; 1/1/21 OP CT of head and abdomen/pelvis and MRI; January 2021 Monthly Reports notes claims for chemo; 1/1/4/21-4/20/21 OP radiation; 2/4/21-5/5/21 OP cerebral radiation	April 2021 Trigger Report	11/9/21 OP Lag gastrectomy	3/1/21 OP Laparoscopic gastrectomy	September 2021 Monthly Report	1/1/21, 2/9/21 OP ECG
Diagnosis	Malignant neoplasm of brain; Malignant neoplasm of breast; Secondary malignant neoplasm of bone and brain; Neutropenia; Dehydration; Meningitis; Liver disease; Hydrocephalus; Syncope and collapse; Corvulsions;	Malignant neoplasm of lung; Cardiomyopathy; Secondary malignant neoplasm of liver and lymph nodes of multiple regions; Chemotherapy; Affib	CKD, stage 2	Morbod obesity	Sleep apnea	COVID-19	Nonrheumatic mitral valve insufficiency; Cardiac murmur, Disorder of lung; Presence of heart valve
Empl Spouse Child	ш	S			m	ш	ш
Patient Name	Sala, Lellani	Setten, Cynthia	Shuford, Leonard	Smith, Leaandrea	Sollars, Michael	Stacey, Steve	Statz, Loren
# 9	601988464-01	600890361	60248132901	60276911201	60130405901	600889983	60088983201

Matrix RMS Key Claimant Report

Plan Year: January 2021 Deductible: \$400,000/\$125,000 Contract Terms: 24/12

RMS Comments/Projections Watch for further clinicals						Nedicare primary 12/1/20; Claims for dialysis begin in 2018, mostly in summer months. Member uses an AK facility (OON) but receives INN pricing using CMS network. Possible kidney transplant date? Per TPA dialysis claims are being denied due to error in CPT codes		Watch for actual precerts	Likely surveillance, not listed with active treatment in detail.	waten for claims.
AMT Paid to Date	19,605.76		Not represented	\$ 14 720 08		\$ 119,805,20	\$ 61,250.29	Not reported	Not reported	
Utilize In Network Provider	Unknown	Unknown	Inknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	
Under CASE MGMT by UR Firm	Unknown	Unknown	Unimown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	
Prognosis	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	
Major Procedure(s) or Services already rendered (past 12mo)	Major Procedure(s) or Services already rendered (past 12mo) 4/21/21 OP Stress test 8/6/21 OP MRI of spine.		6/3/21 MRI of brain	5/7/21-8/7/21 Transcranial magnetic stim	2018- possible start of dialysis?; 77720, 9/10/20, 1/1/21 OP ECG, ECHO; 9/20/20 Trigger for kidney transplant status; 1/1/21 ECHO	August 2021 Triggers	Identified on 8/16/21 Precent report	January 2021 Detail Report	10 of 11	
Diagnosis	Ischemic cardiomyopathy, ASHD; Cardiac arrest, CHF; Intracardiac thrombosis	Intervertebral disc disorders	Disease of liver	Epilepsy; Chest pain	Major depressive disorder	ESRD; Sepsis; Cervical disc degeneration; Abnormal finding of lung field; Breakdown, infection and inflammation of dialysis catheter; Kidney transplant status		Congenital malformation of intestine; Congenital absence artresia and stenosis of anus without fistula; Congenital hydronephrosis	Malignant neoplasm of bladder, Testicular hypo function	
Empl Spouse Child						ш				
Patient Name	Stephens, Richard	Stoker, Craig	Sweatt, Kristina	Thomas, Stacy	Thompson, Ronald	Thompson III, Wilkie		Vickery, Jaxson	Wade, Dale	
# 0	60089001102 60089032301 60089032301 60089032301		60088986702	60105444105	60104548101	FINAL 90 DAY KOR				

Plan Year: January 2021 Deductible: \$400,000/\$125,000 Contract Terms: 24/12

Matrix RMS Key Claimant Report

RMS Comments/Projections			Chemotherapy for malignant carcinoid tumor of the jejunum neuroendocrine CA. Litely ongoing but okay at spec. AAC		RMS reviewed 10.20.21KQR
AMT Paid to Date	420 242 02	\$ 61,406.69	\$ 68,235.73	Madesandad	e plan sponsor's/clients
Utilize in Network Provider	Unknown	Unknown	Unknown	Introduct	completion of th
Under CASE MGMT by UR Film	Unknown	Unknown	Unknown	Unknown	ssistance in the latrix Risk Mana by the vendors.
Prognosis	Unknown	Unknown	Unknown	Unknown	tended only for a sponsor/client. It s of Information I
Major Procedure(s) or Services already rendered (past 12mo)	May 2021 Paid Claims Report	Identified on August 2021 claim report	Per CM member receives hormone treatments by injection, no precerts at this time; 8/10/20, 1/1/21 OP CT of abdomen/pelvis	8/3/2/1 OP EGD	This summary report and any information contained within the report, includes restricted and/or privileged information and is intended only for assistance in the completion of the plan sponsor's/clients due diligence disclosure process. The report is based upon informational reports from various vendors contracted by the plan sponsor/client. Matrix Risk Management Services, LLC is not responsible for the accuracy or completeness of the content provided by the vendors, or omissions of information by the vendors.
Diagnosis	R lower quadrant pain	Sepsis	History of Cancer of the Iung, abdomen, and carcinoid tumor of the ileum diagnosed in 2015; Encounter for chemotherapy	Iron deficiency anemia	n the report, includes restrict in informational reports from or completeness of the con
Emp! Spouse Child	۵	ш	ш		tained within is based upo
Patient Name	Walker, Victoria	Wendt, Otto	Wieskamp, Michael	Williamson, Michael	and any information cor
# <u>Q</u>	600890022	601074138	600889835-01	60105830501	This summary report due diligence disclosu



PRIVACY NOTICE

United States Fire Insurance Company, The North River Insurance Company and affiliates within Crum & Forster (collectively, "The Company") values your business and your trust. In order to administer insurance policies and provide you with effective customer service, we must collect certain information including nonpublic personal information about our customers and claimants. Nonpublic personal information means information that allows someone to identify or contact you ("Information"). We are committed to protecting such Information and we will comply with all applicable federal and state laws and regulations. This notice describes how we collect, use and share your Information, your rights with respect to insurance products issued by The Company and our legal duties and privacy practices. State laws require that we provide this notice. Please review this Notice and keep a copy of it with your records.

Your privacy is our concern

When you apply to The Company for insurance or make a claim against a policy written by The Company, you disclose information about yourself to us. The Company limits the collection, use, and disclosure of such information to only what is needed to properly produce, underwrite and service its insurance products and/or fulfill legal or regulatory requirements. The Company maintains administrative, technical and physical safeguards that comply with state and federal regulations to protect your Information. We also limit employee access to Information to those with a business reason for knowing such Information and we take measures to enforce employee privacy responsibilities.

What kind of information do we collect about you and from whom?

We obtain most of our Information from you. The application or claim form you complete, as well as any additional information you provide, generally gives us most of the information we need to know. Sometimes we may contact you by phone or mail to obtain additional information. We may use information about you from other transactions with us, our affiliates, or others. Depending on the nature of your insurance transaction, we may need additional information about you or other individuals proposed for coverage. We may obtain the additional information we need from third parties, such as other insurance companies or agents, government agencies, medical providers, insurance support organizations, the state motor vehicle department, information clearinghouses, credit reporting agencies, courts, or public records. A report from a consumer reporting agency may contain information as to creditworthiness, credit standing, credit capacity, character, general reputation, hobbies, occupation, personal characteristics, or mode of living.

What do we do with the information collected about you?

The Company collects nonpublic information to conduct its business of producing, underwriting, servicing and administering its insurance products. If coverage is declined or the charge for coverage is increased because of information contained in a consumer report we obtained, we will inform you, as required by state law or the federal Fair Credit Reporting Act. We will also give you the name and address of the consumer reporting agency making the report. We may retain information about our former customers and may disclose that information to affiliates and non-affiliates only as described in this notice.

To whom do we disclose information about you?

Access to non-public personal information is limited to those employees, and authorized representatives, attorneys and service providers who specifically need such information to conduct their business responsibilities. In addition, we may disclose all the information that we collect about you to affiliated companies and nonaffiliated third parties (as permitted by law), such as:

- Insurance companies;
- Insurance agencies;
- Loss adjusters;
- Medical providers;
- Third party non-insurance service providers;
- Third party administrators;
- Medical bill review companies;
- Reinsurance companies; and
- Similar service providers.

Crum & Forster requires its service providers to abide by privacy laws in handling non-public personal information obtained through its business relationship with Crum & Forster. Additionally, Crum & Forster may disclose non-public Privacy Notice – A&H

personal information to third parties as allowed or required by law. For example, Crum & Forster may release your Information to comply with reporting requirements, to comply with a subpoena, warrant, legal process or other order or inquiry of a court, governmental agency or state or federal regulator, or to fulfill C&F's obligations to its insurers and reinsurers. We may also share your personal information in order to establish or exercise our rights, to defend against a legal claim, to investigate, prevent, or take action regarding possible illegal activities, suspected fraud, safety of person or property, or a violation of our policies.

If you conclude your relationship with the Company, the Company will continue to safeguard your privacy in accordance with the standards described in this notice. The Company maintains physical, electronic and procedural safeguards to protect non-public personal information.

About Our Websites

We may collect information via technology about how you use our website, including the elements you have interacted with, metadata, and other details about these elements, clicks, change states, and other user actions. This information is used primarily to provide, maintain, protect, and improve our current products and to develop new ones.

We may use cookies on certain pages of our site. Cookies are stored on your computer, not on our site. Most cookies are "session cookies" which means that they are automatically deleted at the end of each session. A cookie itself does not have the ability to automatically collect personal information about you. A cookie can store certain information that identifies your computer to us so that you do not need to re-enter that information as frequently when you use our site. The cookie does not contain your password.

We reserve the right to change our policy regarding cookies and the collection of information from visitors at any time without advance notice. Should any new policy be put into effect, we will post it on this website, and the new policy will apply only to information collected thereafter. You may opt out of receiving cookies or delete any prior cookies by changing your specific internet browser settings. The privacy of communication over the internet cannot be guaranteed. If you are concerned about the security of your communication, we encourage you to send your correspondence through the postal service or use the telephone to speak directly to us. We do not represent or warrant that the site, in whole or in part, is appropriate or available for use in any particular jurisdiction. Those who choose to access the site, do so on their own initiative and at their own risk, and are responsible for complying with all local laws, rules and regulations. We do not assume any responsibility for any loss or damage you may experience or incur by the sending of personal information over the internet by or to us. This Usage Agreement shall be governed by the laws of the United States and of the State of New Jersey, without giving effect to its conflict of laws provisions.

Please know that The Company has not and will not sell any consumers' personal information. We do not sell your nonpublic personal information to any third parties nor do we use it for marketing purposes.

How to contact us

If you have any questions about this Privacy Notice or about how we use the information we collect, please contact us at:

Crum & Forster Legal Department
305 Madison Avenue
Morristown, NJ 07960
privacyinformation@cfins.com

Changes to this Privacy Notice

We may revise this notice at any time. If we make material changes, we will notify you as required by law.

For California Residents Only:

If you are a California resident, you may be entitled to additional rights over your Information. We do not, and will not, sell Information collected from you. The California Consumer Privacy Act (CCPA) provides California residents, upon a verifiable consumer request, certain rights that include:

The right to request that we disclose (1) The categories of personal information that we have collected about you; and (2) The categories of personal information that we have disclosed about you for a business purpose

The right to request that we delete the personal information it has collected from you, subject to certain legal exceptions, for example, when such personal information is necessary to fulfill or comply with our legal obligations.

The right to be protected from discrimination for exercising your CCPA rights. If you choose to exercise your privacy rights, we will not charge you different prices or provide different quality of services unless those differences are related to your information.

You may designate an authorized agent to act on your behalf and make a request of us under the CCPA.

To exercise your rights under the CCPA or to seek assistance, please do one of the following:

- If you would like to make a Request to Know, go to http://www.cfins.com/request-to-know-california-residents/ or call 1.844.254.5754
- If you would like to make a Request to Delete, http://www.cfins.com/request-to-delete-california-residents/ or call 1.844.254.5754
- Fill out and send back to us the Request to Know / Request to Delete form to:

Crum & Forster Legal Department PO Box 1973 305 Madison Avenue Morristown, NJ 07962 privacyinformation@cfins.com

We will attempt, where practical, to respond to your requests and to provide you with additional privacy-related information. We will confirm receipt of verifiable consumer requests within ten (10) days of receipt. You may only make a verifiable consumer request for personal information twice within a twelve (12) month period. We cannot respond to your request if we cannot verify your identity or authority to make the request and confirm the personal information relates to you. Any consumer with a disability may access this notice by contacting us at the address, email or toll free number listed above.

We may change this California Privacy Notice and our privacy practices over time. Our most current Privacy Policy and California Privacy Notice can be found on our website at http://www.cfins.com/terms/.

January 2020

UNITED STATES FIRE INSURANCE COMPANY

Administrative Office: 5 Christopher Way, Eatontown, NJ 07724

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIFIC ADVANCE FUNDING ENDORSEMENT

This Endorsement is made a part of the Policy to which it is attached as of the Effective Date shown below. This Endorsement applies only to Losses that occur on or after the Effective Date. This Endorsement ends at the same time as the Policy. This Endorsement is subject to all of the provisions, terms and limitations of the Policy, except as they are changed by it.

Any changes in premium apply as of the first premium due date on or after the Effective date of this Endorsement.

It is agreed that the above Policy is endorsed on the Policy Effective Date as follows: January 1, 2022

SPECIFIC ADVANCE FUNDING

In consideration for the additional premium shown in the Schedule, the Company will advance fund the Specific Stop Loss payments due to the Policyholder provided the conditions outlined below have been met:

- 1. After the Specific Deductible per Covered Person for the Benefit Period has been satisfied, the Policyholder must make an additional claim payment of at least \$1,000. The Company will not provide advance funding if required payments have not been issued.
- 2. Subsequent reimbursements will be made only after such subsequent claim payments reach \$1,000, or every three months, whichever comesfirst.
- Claims submitted for advance funding must have been fully processed by the Administrator according to the terms
 of the Plan and must be ready for payment.
- 4. Normal specific claim audit procedures will be implemented prior to any payments being made by the Company.
- 5. The Policyholder's payment for Covered Benefits must be released to the providers of care within five (5) working days of receiving the advance funding check by the Company. Payment within this time period will be considered a paid claim within the Benefit Period. If these payments are not made within five (5) days, the advance funding check must be returned to the Company.
- 6. Any portion of the advance funding check not used to pay expenses, due to additional discounts or any other reason, must be returned to the Company within five (5) days.
- 7. The request for advance funding must be received by the Company prior to thirty (30) days before the end of the Policy Year. Requests received after that date are not eligible for advance funding.

This Endorsement will continue in full force and effect for the duration of the Policy Year stated below. This Endorsement is subject to all the provisions of the Policy. Payment of the premium of the insurance provided by the Policy as endorsed constitutes Your acceptance of the terms of this Endorsement.

ESL-022018E-SAA Page 1 of 2

All other terms and conditions of the Policy remain unchanged.

Policy Number: US1519143

Named Insured: Alaska Railroad Corporation

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

Endorsement Effective Date: January 1, 2022

Signed for **United States Fire Insurance Company** By:

Marc J. Adee Chairman and CEO James Kraus Secretary

Do Maus

From: To: King, Brian Elizabeth Walker

Cc:

Ralston, Peri

Subject: Date: RE: Alaska Railroad Plan Document Confirmation needed Tuesday, January 18, 2022 11:17:07 AM

Attachments:

image001.jpg

2021 ARRC Active Gold Plan Rep and Non-Rep.pdf

2021 ARRC Retiree (Non-Represented) Active GF HSel 2T Book Final.pdf 2021 ARRC Retiree (Represented) from Active GF HSel 2T Book Final.pdf 2021 ARRC Active Essentials Blue Plan - (Rep NonRep.) Final.pdf

2021 ARRC S.A. Vision Final.pdf 2021 ARRC S.A. Dental Final.pdf

2021 ARRC Active Blue Plan - Active (Non-Essentials) Final.pdf 2021 ARRC Active HSA - NGF Essentials Gold Plan Booklet.pdf 2021 ARRC Active HSA - NGF Non-Essentials Rep Gold Plan Booklet.pdf 2021 ARRC Retiree NGF Essentials Blue Plan - (Rep NonRep.) Final.pdf

Hi Elizabeth,

Sorry for the delay on this one. Attached are the latest plan documents for ARRC.

Once 2022 become available, we will provide those as well, but there aren't many noteworthy changes, if any.

Regards,

Brian

Brian King

Senior Benefits Consultant

Segai

1501 W Fountainhead Parkway, Suite 370 | Tempe, AZ 85282

T 602.381.4014 | F 602.381.4090 | M 623.570.5029

bking@segalco.com

Effective June 21, we moved offices. Our new address is: 1501 W Fountainhead Parkway, Suite 370 Tempe, Arizona 85282.

Segal, Segal Marco Advisors and Segal Benz are all members of the Segal family.

Please keep in mind that our comments are intended to provide our views as employee benefits professionals and are NOT intended to provide legal, medical, or tax advice. On issues involving laws/regulations, you should refer to your legal counsel for authoritative advice.

From: Elizabeth Walker

Sent: Wednesday, January 5, 2022 8:02 AM

To: King, Brian **Cc:** Elizabeth Walker

Subject: Alaska Railroad Plan Document Confirmation needed

Importance: High

CAUTION: External Sender

Please confirm we have the current plan documents to create final contract.

Thank you,

Plan Document with Signature Page and/or any Amendments in sequence number/date order. Signature acceptance of the Plan Document and/or any Plan Amendments.
PLEASE CONFIRM WE HAVE THE CURRENT PLAN DOCUMENTS. SEE HIGHLIGHTED COMMENTS >>>>>
IF WE DO NOT HAVE CURRENT PLAN DOCUMENTS. PLEASE FORWARD TO:

COMPLIANCE@MATRIXGB.COM

We have the following Plan Documents: Alaska HeritagePlus (Non-Grandfathered) 10387890119A-U/NU-Mgt: Alaska HeritagePlus (Non-Grandfathered) 10387890119R-Gold ESS: Alsa HeritageSelect-Retirees (Grandfathered) 10387890119B: Alaska HeritageSelect-Retirees (Grandfathered) 10387890119RNR: Alaska HeritagePlus HSA (Non-Grandfathered) 10387890119R-U/NU-Mgt.HSA. All Effective January 2019

Elizabeth Walker Compliance Analyst Matrix Group Benefits, LLC 190 U. S. Route One PMB 365 Falmouth, ME 04105

LizWalker@matrixab.com

Complaince@matrixgb.com Office # (207)523-8408 x208 (Currently Working Remote) Fax # (207)846-8834



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