



MHPAEA Addendum to Administrative Services Agreement

This MHPAEA Addendum (“MHPAEA Addendum”), effective as of [January 1, 2025], is made part of the Administrative Services Agreement (“Agreement”) between Alliant Health Plans, Inc. (the “Company”) and [Plan Sponsor] (“Plan Sponsor”). This MHPAEA Addendum is entered into to ensure compliance with the Mental Health Parity and Addiction Equity Act (“MHPAEA”), as stipulated by the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), and further elaborated in the final rules published by the Departments of Labor, Health and Human Services, and Treasury.

1. Purpose

The Consolidated Appropriations Act, 2021 requires health plans and insurers that impose a Non-Quantitative Treatment Limitation (“NQTL”) on mental health or substance use disorder benefits (such as a restriction based on facility type) to perform and document a comparative analysis of the NQTL’s design and application. The purpose of this Addendum is to outline the obligations of the Company and Plan Sponsor concerning compliance with the MHPAEA, including the comparative analysis and fiduciary certification of the same.

2. Provision of Comparative Analysis Information

Under ERISA and the MHPAEA, the Plan Sponsor is responsible for ensuring compliance with the requirements under the MHPAEA, including by maintaining a current comparative analysis. To assist the Plan Sponsor with this requirement, the Company agrees to provide the Plan Sponsor with all reasonably necessary data, evidence, sources, and standards to assist the Plan Sponsor in maintaining and documenting a comparative analysis as set forth in this Section 2.

The Company will provide to the Plan Sponsor the following information, in each case, as the Company deems reasonably necessary for Plan Sponsor to meet its obligations under ERISA and the MHPAEA based on currently available guidance:

- A clear description of the specific NQTL, plan terms, and policies utilized;
- Identification of the specific MH/SUD and medical/surgical benefits to which the NQTL applies within each benefit classification, and a clear statement as to which benefits identified are treated as MH/SUD and which are treated as medical/surgical;
- Identification of any factors, evidentiary standards or sources, or strategies or processes considered in the design or application of the NQTL and in determining which benefits are subject to the NQTL;
- An explanation of whether any factors were given more weight than others and the reason(s) for doing so, including an evaluation of any specific data used in the determination;
- To the extent the plan defines any of the factors, evidentiary standards, strategies, or processes in a quantitative manner, the precise definitions used and any supporting sources;
- An explanation of whether there is any variation in the application of a guideline or standard used by the plan between MH/SUD and medical/surgical benefits and, if so, the process and factors used for establishing that variation;
- If the application of the NQTL turns on specific decisions in administration of the benefits, a description of the nature of the decisions, the decisionmaker(s), the timing of the decisions, and the qualifications of the decisionmaker(s);
- If the plan’s analyses rely upon any experts, a description of each expert’s qualifications;



- A proposed explanation of the findings and conclusions as to the comparability of the processes, strategies, evidentiary standards, factors, and sources identified above within each affected classification, and their relative stringency, both as applied and as written, including citations to any specific evidence considered and any results of analyses indicating that the plan or coverage is or is not in compliance with MHPAEA; and
- Information regarding the date of the analyses and the name, title, and position of the person or persons who performed or participated in providing this information.

Plan Sponsor agrees and acknowledges that the information provided in connection with this [Section 2](#) shall be based on the Company's reasonable interpretation of the MHPAEA requirements, definitions, and standards as of the date provided. In addition, because the Plan Sponsor is required to maintain a current comparative analysis under ERISA and the MHPAEA, Plan Sponsor acknowledges that any explanations or findings from the Company regarding the plan's compliance or non-compliance with MHPAEA requirements will be construed as the Company's advice and recommendation only and cannot be relied on as conclusive without the Plan Sponsor's review and confirmation of the same.

3. Fiduciary Certification

Under the final rules, the Plan Sponsor is required to certify that the plan's fiduciaries were prudently selected and that the Plan Sponsor has monitored its service providers performing the comparative analysis. To facilitate this certification:

- The Company shall provide sufficient documentation to support the information and data provided to Plan Sponsor in [Section 2](#), above;
- The Company agrees to reasonably assist Plan Sponsor with its review and confirmation of any explanations or findings provided to Plan Sponsor in [Section 2](#), above
- The Company agrees to work closely with the Plan Sponsor to ensure the fiduciary certification is accurately completed; and
- The Company will reasonably cooperate and assist the Plan Sponsor during any regulatory review or audit regarding the applicable comparability analysis. Upon Request.

4. Use of Third Parties

The Company may use its affiliates or subcontractors to perform the Company's services under this Addendum, with or without notice. The Company will be responsible for those services to the same extent that the Company would have been had it performed those services without the use of an affiliate or subcontractor.

5. Amendment

This MHPAEA Addendum may be amended only by written agreement between the parties, and any amendment must ensure continued compliance with the final regulations governing fiduciary certification and comparative analysis requirements.

6. Entire Agreement

This MHPAEA Addendum, together with the Agreement, constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements, discussions, or understandings.



This Amendment shall be effective 01/01/2025

WITNESS WHEREOF, the parties hereto have agreed and executed the terms of this amendment as of the Effective Date set forth above.

Dated: _____

Company: _____

By: _____
(Printed Name)

(Signature of Authorized Representative)

(Official Title)