



FILED

MAR 31 2016

OFFICE OF INSURANCE REGULATION

OFFICE OF
INSURANCE REGULATION
Docketed by: AGS

KEVIN M. McCARTY
COMMISSIONER

IN THE MATTER OF:

CASE NO. 187909-16-CO

Application for the Indirect Acquisition of
CIGNA HEALTHCARE OF FLORIDA, INC.,
HEALTHSPRING OF FLORIDA, INC., and
CIGNA DENTAL HEALTH OF FLORIDA, INC.
by ANTHEM, INC.

CONSENT ORDER

THIS CAUSE came on for consideration upon the filing by ANTHEM, INC. (hereinafter referred to as "APPLICANT") with the OFFICE OF INSURANCE REGULATION (hereinafter referred to as the "OFFICE") of an application for the indirect acquisition of all of the issued and outstanding voting shares of CIGNA HEALTHCARE OF FLORIDA, INC., HEALTHSPRING OF FLORIDA, INC., and CIGNA DENTAL HEALTH OF FLORIDA, INC. (hereinafter referred to as "FLORIDA DOMESTICS") pursuant to Sections 628.461, 628.4615, 636.065, and 641.255, Florida Statutes (hereinafter referred to as "Application"). Following a complete review of the entire record, and upon consideration thereof, and being otherwise fully advised in the premises, the OFFICE finds as follows:

I. PARTIES AND JURISDICTION

1. The OFFICE has jurisdiction over the subject matter and the parties to this proceeding.

2. APPLICANT has applied for and, subject to the terms and conditions established herein, has satisfactorily met all of the conditions precedent to the granting of approval by the OFFICE of the proposed indirect acquisition of FLORIDA DOMESTICS, pursuant to the requirements of the Florida Insurance Code.

3. APPLICANT affirms that all explanations, representations, and documents provided to the OFFICE in connection with this Application, including all attachments and supplements thereto, are true and correct and fully describe all transactions, agreements, ownership structure, operations, and control of APPLICANT and FLORIDA DOMESTICS.

4. HEALTHSPRING OF FLORIDA, INC. is a licensed Health Maintenance Organization domiciled in the state of Florida and is subject to the jurisdiction and regulation of the OFFICE, pursuant to Chapter 641, Part I, Florida Statutes.

5. CIGNA HEALTH CARE OF FLORIDA, INC. is a licensed Health Maintenance Organization domiciled in the state of Florida and is subject to the jurisdiction and regulation of the OFFICE, pursuant to Chapter 641, Part I, Florida Statutes.

6. CIGNA DENTAL HEALTH OF FLORIDA, INC. is a licensed Prepaid Limited Health Service Organization domiciled in the state of Florida and is subject to the jurisdiction and regulation of the OFFICE, pursuant to Chapter 636, Part I, Florida Statutes.

7. APPLICANT is an Indiana corporation, which is the ultimate controlling party. The Application represents that the APPLICANT is publicly traded, with no individual or entity owning ten percent (10%) or more of APPLICANT's outstanding shares.

8. The FLORIDA DOMESTICS are ultimately owned one hundred percent (100%) by CIGNA CORPORATION, a Delaware holding company. The Application represents that CIGNA CORPORATION is publicly traded on the New York Stock Exchange under the symbol

“CI” and that no one individual or entity owns ten percent (10%) or more of CIGNA CORPORATION’s outstanding shares.

II. ACQUISITION APPLICATION AND PUBLIC HEARING

9. APPLICANT has provided with its Application a copy of an Agreement and Plan of Merger dated July 23, 2015 (hereinafter referred to as the “Merger Agreement”) in which APPLICANT will acquire all outstanding shares of CIGNA CORPORATION. The Merger Agreement assigns to APPLICANT the rights and ownership of the FLORIDA DOMESTICS as detailed in the Merger Agreement. Pursuant to the terms of the Merger Agreement, CIGNA CORPORATION will merge with (first merger) and into ANTHEM MERGER SUB CORP., a wholly owned subsidiary of APPLICANT created exclusively for this transaction. CIGNA CORPORATION will survive the merger. Immediately following the first merger, CIGNA CORPORATION will merge with and into the APPLICANT, with the APPLICANT as the surviving entity and thus become the ultimate parent company of the FLORIDA DOMESTICS.

10. APPLICANT has also included in its Application copies of the various filings made with the U.S. Securities and Exchange Commission relating to the proposed acquisition, including documentation evidencing that on December 3, 2015, the APPLICANT’s shareholders approved the Merger Agreement.

11. APPLICANT has represented in its Application that it has relied upon various fairness opinions in support of the transaction including:

(a) Fairness Opinion issued by UBS Securities LLC dated July 24, 2015, which concluded that the consideration to be paid by the APPLICANT in the transaction is fair, from a financial point of view, to the APPLICANT.

(b) Fairness Opinion issued by Credit Suisse Securities (USA) LLC, dated July 23, 2015, which concluded that the merger consideration to be paid by the APPLICANT in the merger is fair, from a financial point of view, to the APPLICANT.

(c) Fairness Opinion issued by Morgan Stanley & Co. LLC, dated July 23, 2015, which concluded the consideration to be received by the holders (other than the APPLICANT and its affiliates) of shares of common stock pursuant to the Merger Agreement is fair, from a financial point of view, to such holders.

12. On December 8, 2015, the OFFICE convened a public hearing in Tallahassee, Florida for the purpose of obtaining public comment and additional information from the parties involved in the proposed transaction. Notice of the hearing was published in the Florida Administrative Register on November 20, 2015. Upon conclusion of the hearing, the record of the hearing was held open for ten (10) days to allow for additional comment. The transcript of the hearing, all documents, and exhibits delivered during the hearing, and all public comments up to the closing of the record were posted on the OFFICE's website located at <http://flor.com/Sections/LandH/AnthemCignaHearing.aspx>.

III. THE OFFICE'S REVIEW AND ANALYSIS OF THE PROPOSED TRANSACTION

13. Sections 628.461(7)(i)-(j) and 628.4615(8)(i)-(j), Florida Statutes, require that the OFFICE approve the acquisition if the OFFICE finds, among other things, that the acquisition is not likely to be hazardous or prejudicial to the insurer's policyholders or the public and the effect of the acquisition would not substantially lessen competition in insurance in this state or tend to create a monopoly therein.

14. The OFFICE has considered, and relied upon, the materials submitted by APPLICANT in its Application, including the documents referenced in paragraph eleven (11) above.

15. The OFFICE has also considered the documents, exhibits, and public comments submitted as a part of the public hearing record as part of its review of the proposed transaction.

16. In addition to reviewing the materials described above, the OFFICE conducted its own analysis regarding the impact the proposed acquisition may have on market structure and competition specific to Florida.

17. There are no meaningful adverse impacts resulting from the acquisition. The companies, individually or in combination, are an important part of, but not a dominant factor in, the Florida market, and their combination does not noticeably increase the market concentration across the broadly measured market on a statewide basis.

18. Based on the Application, including the public hearing record, the OFFICE's analysis, and the specific requirements of this Consent Order, the OFFICE finds that the proposed acquisition is not likely to be hazardous or prejudicial to the insureds of the FLORIDA DOMESTICS or the public and that the acquisition would not substantially lessen competition in insurance in this state or tend to create a monopoly therein.

IV. CONDITIONS OF APPROVAL OF PROPOSED ACQUISITION

19. APPLICANT, CIGNA CORPORATION, and FLORIDA DOMESTICS have made material representations that, except as disclosed in the Application, none of the officers and directors of APPLICANT and none of the post-acquisition officers and directors of the FLORIDA DOMESTICS have been found guilty of, or pleaded guilty or nolo contendere to, a felony or a misdemeanor other than a minor traffic violation without regard to whether a judgment of conviction was entered by the court.

20. APPLICANT and FLORIDA DOMESTICS further represent that they have submitted complete background information on each of the individuals described in paragraph nineteen (19) above. If said information has not been provided, or if the sources utilized by the OFFICE in its investigation process reveal that the representations made in paragraph nineteen (19) above are inaccurate, any such individual shall be removed as an officer or director within thirty (30) days of receipt of notification from the OFFICE and replaced with a person or persons acceptable to the OFFICE.

21. If upon receipt of such notification from the OFFICE, pursuant to paragraph twenty (20) above, APPLICANT or FLORIDA DOMESTICS do not timely take the required corrective action, APPLICANT and FLORIDA DOMESTICS agree that such failure to act would constitute an immediate serious danger to the public and the OFFICE may immediately suspend, revoke, or take other administrative action as the OFFICE deems appropriate upon the Certificate of Authority of the FLORIDA DOMESTICS without further proceedings, pursuant to Sections 120.569(2)(n) and 120.60(6), Florida Statutes.

22. APPLICANT and the FLORIDA DOMESTICS represent that none of the FLORIDA DOMESTICS' funds or assets are currently pledged, committed, or encumbered and that said funds and assets shall remain free and clear of any and all liens and encumbrances unless prior written approval to pledge, commit, or encumber said funds and assets is obtained from the OFFICE. Additionally, the FLORIDA DOMESTICS shall not be included as a guarantor of any loan(s) unless prior written approval is obtained from the OFFICE.

23. APPLICANT agrees that it shall make all necessary funds available to maintain the FLORIDA DOMESTICS in compliance with the surplus requirements of Sections 636.045, and 641.225, Florida Statutes. APPLICANT and the FLORIDA DOMESTICS agree that failure

to maintain compliance at all times with the capital and surplus requirements would constitute an immediate serious danger to the public and the OFFICE may immediately suspend, revoke, or take other administrative action as it deems appropriate upon the Certificate of Authority of the FLORIDA DOMESTICS without further proceedings, pursuant to Section 120.569(2)(n) and 120.60(6), Florida Statutes.

24. APPLICANT agrees that all Health Maintenance Organizations with a Certificate of Authority issued under Part I of Chapter 641, Florida Statutes, that qualify as an "affiliate" as defined in Section 641.19, Florida Statutes, will comply with the Risk Based Capital requirements described in Section 624.4085, Florida Statutes. Further, use of the term "control" or "controlled" in Section 641.19, Florida Statutes, shall have the same meaning as defined in Section 624.10(3), Florida Statutes.

25. APPLICANT agrees that APPLICANT and its affiliates transacting insurance in the state of Florida, which would include the FLORIDA DOMESTICS following closing of the acquisition, will cooperate with financial and market conduct examinations conducted by the OFFICE and make their accounts, records, documents, files, information, assets, and matters in their possession or control freely available to the OFFICE, its examiners, or its investigators, in accordance with Sections 636.039 and 641.27, Florida Statutes.

26. APPLICANT has represented in the Application that it maintains an Information Security Program for the security and protection of consumer health information that complies with current industry standards and is subject to rigorous internal and independent, third party-review. APPLICANT has further represented that it employs a dedicated, experienced team to ensure that information security and the protection of consumer health information is embedded into all aspects of APPLICANT's operations. APPLICANT agrees it shall continually monitor

and enhance its Information Security Program in order to mitigate data security breaches. APPLICANT further agrees that it shall notify the OFFICE within five (5) business days of identifying a data breach.

27. APPLICANT represents that any material changes to be made to the operations or business of the FLORIDA DOMESTICS as a result of this acquisition have been disclosed in the Application. APPLICANT represents that, except as described in the Application, there are no present plans or proposals to make any substantive changes to the FLORIDA DOMESTICS, including liquidating them, selling any of their assets (except for transactions such as investment portfolio transactions in the ordinary course of business), merging or consolidating with any person or persons, or making any other major change in the business operations of the FLORIDA DOMESTICS.

28. APPLICANT affirms and represents that all information, representations, documents, explanations, and statements provided to the OFFICE as part of this Application process fully describe all material agreements and understandings with regard to the acquisition and future operations of the FLORIDA DOMESTICS. APPLICANT further agrees and affirms that said information, representations, documents, explanations, and statements are material to the issuance of this Consent Order and have been relied upon by the OFFICE in its determination to enter into this Consent Order.

29. APPLICANT agrees to immediately notify the OFFICE of any amendments to the Merger Agreement and file such amendments with the OFFICE within ten (10) days of the change. Further, should the U.S. Department of Justice impose any final written requirements upon the APPLICANT in regards to the proposed transaction, APPLICANT shall notify the OFFICE within three (3) business days.

30. APPLICANT or FLORIDA DOMESTICS shall submit to the OFFICE a copy of any filings submitted to the U.S. Securities and Exchange Commission regarding any lawsuits relating to the transactions contemplated in the Merger Agreement, within fifteen (15) days of submission of the same to the U.S. Securities and Exchange Commission.

31. The parties to this Consent Order acknowledge that the consummation of the acquisition described herein is subject to obtaining appropriate regulatory approvals, including various state and federal agencies, in addition to satisfying other terms and conditions of the Merger Agreement. Accordingly, should such required approvals not be received, the provisions of this Consent Order shall terminate automatically and have no effect.

32. The U.S. Department of Justice and Florida Office of the Attorney General continue to independently investigate the proposed transaction under the standards applicable to their respective reviews. Any approval granted by this Consent Order shall not be acted upon until the expiration or termination of the applicable waiting periods under the Hart-Scott Rodino Antitrust Improvements Act of 1976, as amended.

33. Within ten (10) days of closing of the acquisition, APPLICANT or FLORIDA DOMESTICS shall provide to the OFFICE final executed closing documents and final executed copies of all related agreements. Should closing not occur, the APPLICANT shall notify the OFFICE within three (3) business days.

34. CIGNA HEALTHCARE OF FLORIDA, INC. and HEALTHSPRING OF FLORIDA, INC. shall, no later than fifteen (15) days after the month in which the transaction occurs, file an update to their Holding Company Registration Statement, as required by Section 628.801, Florida Statutes, and Rule 69O-143.046, Florida Administrative Code.

35. Within fifteen (15) days of closing of the acquisition, APPLICANT shall submit to the OFFICE its National Association of Insurance Commissioners company group code assignment.

36. APPLICANT shall cause the Enterprise Risk Report required by Section 628.801(2), Florida Statutes, and any and all information necessary to evaluate the enterprise risk of CIGNA HEALTHCARE OF FLORIDA, INC. and HEALTHSPRING OF FLORIDA, INC. to be furnished to the OFFICE pursuant to Section 628.461(3)(f)-(g), Florida Statutes.

37. APPLICANT represents that there are no agreements, written or oral, related to the management of the FLORIDA DOMESTICS that have not been provided to the OFFICE.

38. APPLICANT acknowledges that any amounts due to any of APPLICANT's affiliates transacting insurance in the state of Florida from a Management Service Organization as part of a risk sharing arrangement are considered as non-admitted assets when determining compliance with solvency requirements under the Florida Insurance Code.

39. APPLICANT and its affiliates domiciled in Florida shall not enter into any reinsurance or brokerage agreement, whether or not affiliated, that requires approval from the reinsurer or broker regarding any potential sale of APPLICANT's affiliates domiciled in Florida.

40. APPLICANT or its affiliates domiciled in Florida shall notify the OFFICE within ten (10) business days of any breach of, non-performance of, or default under any servicing agreement with affiliates or third party vendors providing services directly or indirectly to one or more of the affiliates domiciled in Florida that could result in or cause a material adverse change in the financial condition, business, performance, operations, or property of one or more of the affiliates domiciled in Florida.

41. The FLORIDA DOMESTICS agree to notify the OFFICE in writing of any disputes the FLORIDA DOMESTICS may have with any reinsurer or third party administrator within five (5) days of notice of the dispute to or from the reinsurer or third party administrator.

42. Any time that the FLORIDA DOMESTICS are named as a party defendant in a class action lawsuit, the FLORIDA DOMESTICS so named shall report to the OFFICE, Life and Health Financial Oversight, within fifteen (15) days after the class is certified. The one or more FLORIDA DOMESTICS so named shall include a copy of the complaint at the time the class action lawsuit is reported to the OFFICE.

43. Executive Order 13224 prohibits any transactions by U.S. persons involving the blocked assets and interests of terrorists and terrorist support organizations. APPLICANT shall maintain and adhere to procedures necessary to detect and prevent prohibited transactions with these individuals and entities, which have been identified at the Treasury Department's Office of Foreign Assets Control website, <http://www.treas.gov/ofac>.

44. Within sixty (60) days from the date of the closing of the transaction, APPLICANT shall furnish to the OFFICE a certification evidencing compliance with all of the requirements of this Consent Order. Any exceptions shall be so noted and contained in the certification. Exceptions noted in the certification shall also include a timeline defining when the outstanding requirements of the Consent Order will be complete. Said certification shall be submitted to the OFFICE via electronic mail and directed to the attention of the Assistant General Counsel representing the OFFICE in this matter and as named in this Consent Order.

45. The deadlines set forth in this Consent Order may be extended by written approval of the OFFICE. Additionally, reporting requirements and any other provision or requirement set forth in this Consent Order may be altered or terminated by written approval of

the OFFICE. Approval of any deadline extension is subject to statutory and administrative regulation limitations.

46. Any prior Orders or Consent Orders that any of the FLORIDA DOMESTICS have entered into with the OFFICE prior to the closing of the acquisition shall apply and remain in full force and effect for the relevant FLORIDA DOMESTICS, except where provisions of such Orders or Consent Orders have expired, have been superseded by subsequent Orders or Consent Orders, or are inconsistent with this Consent Order.

47. APPLICANT, CIGNA CORPORATION, and FLORIDA DOMESTICS expressly waive a hearing in this matter and the making of Findings of Fact and Conclusions of Law by the OFFICE and all further and other proceedings herein to which the parties may be entitled by law or rules of the OFFICE. APPLICANT, CIGNA CORPORATION, and FLORIDA DOMESTICS hereby knowingly and voluntarily waive all rights to challenge or to contest this Consent Order, in any forum now or in the future available, including the rights to any administrative proceeding, circuit or federal court action, or any appeal.

48. APPLICANT, CIGNA CORPORATION, and FLORIDA DOMESTICS agree that failure to adhere to one or more of the terms and conditions contained herein may result in the OFFICE revoking, suspending, or taking other action as the OFFICE deems appropriate upon one or more of the FLORIDA DOMESTICS' Certificate of Authority in the state of Florida.

49. Each party to this action shall bear its own costs and fees.

50. The parties agree that this Consent Order shall be deemed to be executed when the OFFICE has executed a copy of this Consent Order bearing the signatures of APPLICANT, CIGNA CORPORATION, and the FLORIDA DOMESTICS, or their authorized representative(s), notwithstanding the fact that the copy may have been transmitted to the

OFFICE electronically. Further, APPLICANT, CIGNA CORPORATION, and the FLORIDA DOMESTICS agree that their signatures or the signatures of their representative(s) as affixed to this Consent Order shall be under the seal of a Notary Public.

WHEREFORE, subject to the terms and conditions set forth above, the Application by ANTHEM, INC. to indirectly acquire one hundred percent (100%) of the issued and outstanding voting securities of CIGNA HEALTHCARE OF FLORIDA, INC., HEALTHSPRING OF FLORIDA, INC., and CIGNA DENTAL HEALTH OF FLORIDA, INC. is hereby APPROVED.

FURTHER, all terms and conditions contained herein are hereby ORDERED.

DONE and ORDERED this 31st day of March, 2016.




Keyin M. McCarty, Commissioner
Office of Insurance Regulation

By execution hereof, ANTHEM, INC. consents to entry of this Consent Order, agrees without reservation to all of the above terms and conditions and shall be bound by all provisions herein. The undersigned represents that he or she has the authority to bind ANTHEM, INC. to the terms and conditions of this Consent Order.

ANTHEM, INC.

By: Thomas C Zielinski

Print Name: Thomas C Zielinski

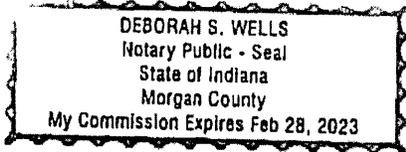
Title: EVP and General Counsel

Date: March 30, 2016

[Corporate Seal]

STATE OF Indiana
COUNTY OF Morgan

The foregoing instrument was acknowledged before me this 30th day of March 2016,
by Thomas C Zielinski as EVP and General Counsel
(name of person) (type of authority, e.g., officer, trustee, attorney in fact)
for Anthem, Inc.
(company name)



Deborah S Wells
(Signature of the Notary)

[Notary Seal]

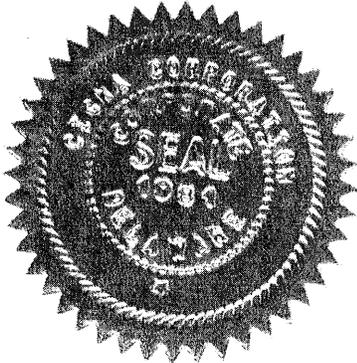
Deborah S Wells
(Print, Type, or Stamp Commissioned Name of Notary)

Personally Known OR Produced Identification

Type of Identification Produced _____

My Commission Expires February 28, 2023

By execution hereof, CIGNA CORPORATION consents to entry of this Consent Order, agrees without reservation to all of the above terms and conditions and shall be bound by all provisions herein. The undersigned represents that he or she has the authority to bind CIGNA CORPORATION to the terms and conditions of this Consent Order.



CIGNA CORPORATION

By: Marquise C. Geiger

Print Name: Marquise C. Geiger

Title: Assistant Corporate Secretary

Date: March 31, 2016

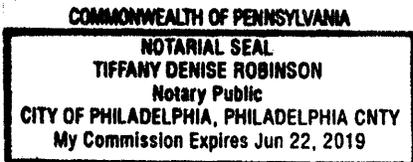
STATE OF Pennsylvania

COUNTY OF Philadelphia

The foregoing instrument was acknowledged before me this 31 day of March 2016,

by Marquise C. Geiger as Assistant Corporate Secretary
(name of person) (type of authority, e.g., officer, trustee, attorney in fact)

for Cigna Corporation
(company name)



[Notary Seal]

Tiffany Denise Robinson
(Signature of the Notary)

Tiffany Denise Robinson
(Print, Type, or Stamp Commissioned Name of Notary)

Personally Known X OR Produced Identification _____

Type of Identification Produced _____

My Commission Expires June 22, 2019

By execution hereof, HEALTHSPRING OF FLORIDA, INC., consents to entry of this Consent Order, agrees without reservation to all of the above terms and conditions and shall be bound by all provisions herein. The undersigned represents that he or she has the authority to bind HEALTHSPRING OF FLORIDA, INC., to the terms and conditions of this Consent Order.

HEALTHSPRING OF FLORIDA, INC.

By: Brent J. Sanders

Print Name: Brent J. Sanders

[Corporate Seal]

Title: Vice President & Secretary

Date: March 31, 2016

STATE OF Tennessee

COUNTY OF Davidson

The foregoing instrument was acknowledged before me this 31st day of March 2016,

by Brent J. Sanders as Vice President & Secretary
(name of person) (type of authority: e.g., officer, trustee, attorney in fact)

for HealthSpring of Florida, Inc.
(company name)



Carolyn Martin Allen
(Signature of the Notary)

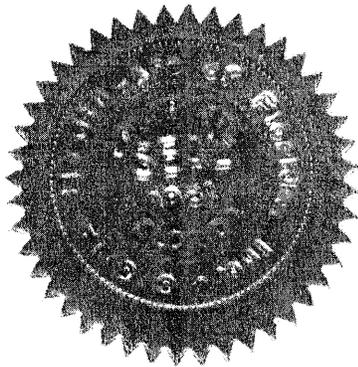
Carolyn Martin Allen
(Print, Type, or Stamp Commissioned Name of Notary)

Personally Known OR Produced Identification

Type of Identification Produced _____

My Commission Expires August 21, 2017

By execution hereof, CIGNA HEALTHCARE OF FLORIDA, INC. consents to entry of this Consent Order, agrees without reservation to all of the above terms and conditions and shall be bound by all provisions herein. The undersigned represents that he or she has the authority to bind CIGNA HEALTHCARE OF FLORIDA, INC. to the terms and conditions of this Consent Order.



CIGNA HEALTHCARE OF FLORIDA, INC.

By: Anna Kristal

Print Name: ANNA KRISTAL

Title: Secretary

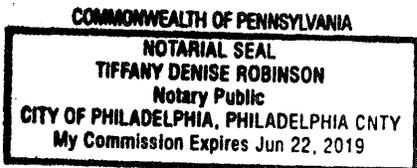
Date: 3-31-16

STATE OF Pennsylvania
COUNTY OF Philadelphia

The foregoing instrument was acknowledged before me this 31 day of March 2016,

by Anna Kristal as Secretary
(name of person) (type of authority; e.g., officer, trustee, attorney in fact)

for Cigna Healthcare of Florida, Inc.
(company name)



Tiffany Denise Robinson
(Signature of the Notary)

[Notary Seal]

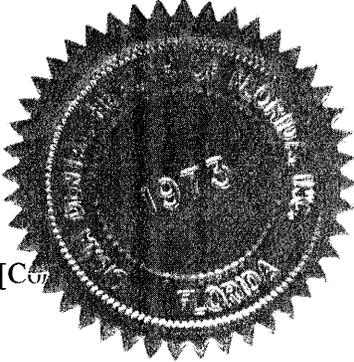
Tiffany Denise Robinson
(Print, Type, or Stamp Commissioned Name of Notary)

Personally Known X OR Produced Identification _____

Type of Identification Produced _____

My Commission Expires June 22, 2019

By execution hereof, CIGNA DENTAL HEALTH OF FLORIDA, INC., consents to entry of this Consent Order, agrees without reservation to all of the above terms and conditions and shall be bound by all provisions herein. The undersigned represents that he or she has the authority to bind CIGNA DENTAL HEALTH OF FLORIDA, INC., to the terms and conditions of this Consent Order.



CIGNA DENTAL HEALTH OF FLORIDA, INC.

By: Anna Kristul

Print Name: ANNA KRISTUL

Title: Secretary

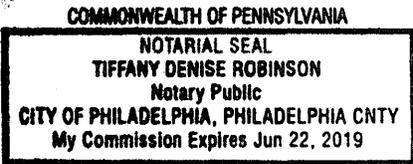
Date: 3-31-16

STATE OF Pennsylvania
COUNTY OF Philadelphia

The foregoing instrument was acknowledged before me this 31 day of March 2016,

by Anna Kristul as Secretary
(name of person) (type of authority; e.g., officer, trustee, attorney in fact)

for Cigna Dental Health of Florida, Inc.
(company name)



Tiffany Denise Robinson
(Signature of the Notary)

[Notary Seal]

Tiffany Denise Robinson
(Print, Type, or Stamp Commissioned Name of Notary)

Personally Known X OR Produced Identification _____

Type of Identification Produced _____

My Commission Expires June 22, 2019

COPIES FURNISHED TO:

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