

## FIRST AMENDMENT

This Amendment made and entered into this 17 day of April, 2023, by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as "County," and Cigna Health and Life Insurance Company (CHLIC) and Cigna Behavioral Health, Inc., hereinafter referred to as "Contractor," (individually referred to as "Party", collectively "Parties").

### WITNESSETH:

WHEREAS, the County and the Contractor entered into an agreement on January 1, 2022, pursuant to Pinellas County Contract No. 21-0162-P (hereinafter "Agreement") pursuant to which the Contractor agreed to provide Group Personnel Services for Medical, Employee Assistance and Managed Behavioral and Mental Health Benefits for County; and

WHEREAS, Section 25 ("Amendment"), of the Agreement permits modification by mutual written agreement of the parties; and

WHEREAS, the County and the Contractor now wish to modify the Agreement in order to provide for a revised Schedule of Insurance (CSL-SCH 10-15), and name change at the same terms and conditions;

NOW THEREFORE, the Parties agree that the Agreement is amended as follows:

1. Contractor's name in the Agreement, and all references thereto, are hereby amended from "Cigna Health and Life Insurance Company (CHLIC) and Cigna Behavior Health, Inc." to "Cigna Health and Life Insurance Company (CHLIC) and Evernorth Behavioral Health, Inc."
2. Pages 18 through 20 of The Stop Loss Policy CSL-SCH (10-15) are deleted in their entirety and replaced with the revised Schedule of Insurance (Attachment A) attached hereto. The entirety of the Stop Loss Policy is hereby incorporated and made part of Attachment 7.
3. Except as changed or modified herein, all provisions and conditions of the original Agreement and any amendments thereto shall remain in full force and effect.

Each Party to this Amendment represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Amendment; (ii) each person executing this Amendment on behalf of the Party is authorized to do so; (iii) this Amendment constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

IN WITNESS WHEREOF the Parties herein have executed this First Amendment as of the day and year first written above.

PINELLAS COUNTY, FLORIDA  
by and through its County Administrator



\_\_\_\_\_  
Barry A. Burton, County Administrator

CONTRACTOR: Cigna Health and Life  
Insurance Company (CHLIC) and Evernorth  
Behavioral Health, Inc.



\_\_\_\_\_  
Authorized Signature

Morris Dean Mirabella  
Printed Authorized Signature

Vice President  
Title Authorized Signature

APPROVED AS TO FORM  
By: Keiah Townsend  
Office of the County Attorney

***CIGNA HEALTH AND LIFE INSURANCE COMPANY***  
***(Herein called 'Cigna')***

Attached to and made part of Group Policy No. 3332349

It is hereby agreed that said policy is amended as follows:

- Page CSL-SCH(10-15) headed COVERAGE INFORMATION is deleted and the attached Pages headed COVERAGE INFORMATION is substituted therefore.

***CIGNA HEALTH AND LIFE INSURANCE COMPANY***

***(Herein called 'Cigna')***

***Schedule of Insurance***

***Coverage Information***

Policyholder:	Pinellas County Board of Commissioners
Policy Number:	3332349
Effective Date:	January 01, 2023
Issue Date:	December 15, 2022
Next Renewal Date:	January 01, 2024
State or other Jurisdiction of Issue:	Florida

***Notices***

For the purpose of any notices required under this policy, such notices should be sent to the addresses shown below:

Cigna Health and Life Insurance Company  
900 Cottage Grove Road, Hartford, CT 06152  
Attn: Stop Loss Unit

For questions regarding coverage or to get help in resolving a complaint, the phone number is: 1-855-246-1874

Pinellas County Board of Commissioners  
400 South Ft Harrison Avenue  
4th Floor  
Clearwater, FL 33756  
Attn: Joseph Lauro  
jlauro@pinellascounty.org  
727-464-4710

***Notice to Policyholder - ADDITIONAL PROGRAMS*** – Cigna may, from time to time, offer or arrange for various entities to offer discounts, benefits, services or other consideration to the Policyholder’s employees for the purpose of promoting their general health and well-being. For details about these programs, contact Cigna. Any such consideration shall be provided by Cigna in connection with its administrative services agreement for the administration of the Policyholder’s self-insured Plan and shall not be considered a benefit of this policy nor create any relationship between Cigna and the Policyholder’s employees with respect to this policy.

**CIGNA HEALTH AND LIFE INSURANCE COMPANY**  
**(Herein called 'Cigna')**

**Individual Stop Loss Coverage**

**Policy Year:** January 01, 2023 to December 31, 2023

**Covered Expenses:** Claims that are Incurred between January 01, 2021 and December 31, 2023 and that Become Due between January 01, 2023 and December 31, 2023

**Monthly Premium Rates:**  
For each covered employee \$38.42

**Individual Stop Loss Benefit Percentage Payable:** 100%

**Individual Stop Loss Limit:** \$600,000.00

The following Covered Persons have been identified as High Risk Individuals and shall be subject to the Individual Stop Loss Limit as specified below :

High Risk Individuals None

**Benefit Plans Covered by Individual Stop Loss Coverage:**

<u>Claim Administrator</u>	<u>Product</u>
Cigna	HSA Open Access Plus
Cigna	Open Access Plus
Cigna	Mental Health/Substance Use Disorders
ESI	Pharmacy Expense

**Cigna's Maximum Liability per individual:** Will be the individual maximum, if any, as set forth in the Benefit Plan less the Individual Stop Loss Limit

**Additional exclusions from Individual Stop Loss coverage under this policy:**

- Funds contributed by the company or an employee as part of a Health Reimbursement Account, Health Savings Account or Flexible Spending Account.
- Expenses resulting from fixed, per person, per period charges (fixed charges), if any, i.e., contractually determined periodic payments to certain providers based on the number of Plan participants entitled to receive services from the provider, in return for which, such providers furnish certain agreed-upon services to Plan participants.
- Retirees over 65 years of age

***CIGNA HEALTH AND LIFE INSURANCE COMPANY***  
***(Herein called 'Cigna')***

Payment of premium is considered acceptance of this policy and the terms within.