

**Performance Guarantee Agreement**

**By and Between**

**Pinellas County Board of County Commissioners**

**“Sponsor”**

**And**

**Cigna Health and Life Insurance Company**

**And Applicable Affiliates**

**Collectively “CHLIC”**

**Effective Date: January 1, 2017**

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## EXHIBIT A –Performance Guarantees and Penalties

### DENTAL HMO IMPLEMENTATION

<p><b><u>Implementation Call Readiness</u></b>          Implementation Call Readiness. Service Center(s) ready to respond to customer inquiries as of the Commitment Date set forth in the approved Implementation Calendar. Results measured at Account Level.</p>	<p><u>Amount at Risk</u>  0.20 % of Premium</p>
<p><b><u>Implementation Claim Readiness</u></b>          Implementation Claim Readiness. Benefit Profile and eligibility information loaded on claims processing system as of the Commitment Date set forth in the approved Implementation Calendar. Results measured at Account Level.</p>	<p><u>Amount at Risk</u>  0.20 % of Premium</p>
<p><b><u>Implementation ID Card Timeliness</u></b>          Implementation ID Card Timeliness. 98% of the ID cards will be mailed by the agreed upon commitment date in the Implementation Calendar. Results measured at Account Level.</p>	<p><u>Amount at Risk</u>  0.20 % of Premium</p>
<p><b><u>Implementation Satisfaction</u></b>          Implementation Satisfaction. Score of no less than three (3) on Statement 1 of the Cigna HealthCare Implementation Survey. Results measured at Account Level.</p>	<p><u>Amount at Risk</u>  0.20 % of Premium</p>
<p><b><u>Network Access</u></b>          DHMO Network Access. Measured for the Term of the Agreement, Access Standard will meet or exceed: 80% of dental office accepting new patients based on National Results.</p>	<p><u>Amount at Risk</u>  0.20 % of Premium</p>

### DPPO SERVICE

<p><b><u>Claim Time-to-Process</u></b>          Dental Time to Process. Measured for the Term of the Agreement, results will meet or exceed: 98% of Claims processed w/in 20 Business Days. Results measured at the Account Level.</p>	<p><u>Amount At Risk</u>  \$1,000.00</p>
<p><b><u>Financial Accuracy</u></b>          Dental Financial Accuracy. Measured for the Term of the Agreement, results will meet or exceed: 99% of total audited claim dollars are correctly paid. Results measured at Office Level.</p>	<p><u>Amount At Risk</u>  \$1,000.00</p>
<p><b><u>Payment Accuracy</u></b>          Dental Payment Accuracy. Measured for the Term of the Agreement, results will meet or exceed: 97% of total audited claims are correctly paid. Results measured at Office Level.</p>	<p><u>Amount At Risk</u>  \$1,000.00</p>



**DPPO SERVICE**

<b><u>Average Speed of Answer</u></b>	<b><u>Amount At Risk</u></b>
Dental ASA. Measured for the Term of the Agreement, results will not exceed: 45 seconds to answer a phone call. Results measured at Special Account Queue.	\$1,000.00
<b><u>Call Abandonment Rate</u></b>	<b><u>Amount At Risk</u></b>
Dental Call Abandonment Rate. Measured for the Term of the Agreement, results will not exceed: 3% of calls received by Call Center(s) terminated. Results measured at Special Account Queue.	\$1,000.00
<b><u>Call Activity Closure</u></b>	<b><u>Amount At Risk</u></b>
Dental Call Activity Closure. 98% of calls closed in 10 Business Days. Results measured at Book of Business Level.	\$1,000.00
<b><u>Call Activity Closure</u></b>	<b><u>Amount At Risk</u></b>
Dental Same Day Call Activity Closure. 90% of inquiries related to the Plan are closed in the same Business Day they are received. Results measured at Book of Business Level.	\$1,000.00
<b><u>CSA Quality</u></b>	<b><u>Amount At Risk</u></b>
Dental CSA Quality. 95% quality standard. Results measured at Office Level.	\$1,000.00
<b><u>Automated Maintenance Eligibility Processing</u></b>	<b><u>Amount At Risk</u></b>
Dental Auto Eligibility Processing. Measured for the Term of the Agreement, results will meet or exceed: 99% files processed in 2 Business Days after the receipt of clean eligibility. Results measured at the Account Level.	\$1,000.00
<b><u>Account Management</u></b>	<b><u>Amount At Risk</u></b>
Dental Account Management. Composite Score (all categories) of 3.0 or better on the Account Management Report Card based on four (4) quarterly scorecards. Results measured at Account Level.	\$1,000.00

**DENTAL HMO SERVICE**

<b><u>Average Speed of Answer</u></b>	<b><u>Amount At Risk.</u></b>
Dental HMO ASA. Measured for the Term of the Agreement, results will not exceed: 45 seconds to answer a phone call. Results measured at Special Account Queue.	0.20 % of Premium
<b><u>Call Abandonment Rate</u></b>	<b><u>Amount At Risk</u></b>
Dental HMO Call Abandonment Rate. Measured for the Term of the Agreement, results will not exceed: 3% of calls received by Call Center(s) terminated. Results measured at the Special Account Queue.	0.20 % of Premium



**DENTAL HMO SERVICE**

**Member Satisfaction**

Amount At Risk

Dental HMO Member Satisfaction. Measured for the Term of the Agreement, results will meet or exceed: a member satisfaction level of 75% or greater with Cigna Dental overall. Results measured at Book of Business Level.

0.20 % of Premium

**Post Enrollment Measure**

Amount At Risk

Dental HMO ID Cards Maintenance. Measured for the Term of the Agreement, results will meet or exceed: 98.5% mailed within 10 business days after the release of, not receipt of, clean and accurate eligibility to the ID card vendor. Results measured at Account Level.

0.20 % of Premium

**Time to Process – Specialty Referral Claim Rate**

Amount At Risk

Dental HMO Time to Process. Measured for the Term of the Agreement, result will meet or exceed: 98% within 15 Business Days. Results measured at Office Level.

0.20 % of Premium

This Performance Guarantee Agreement (“**Agreement**”) is between Cigna Health and Life Insurance Company and applicable affiliates (collectively “**CHLIC**”) and Pinellas County Board of County Commissioners (“**Sponsor**”) which term is used throughout for ease of reference only but with acknowledgement that Sponsor, rather the Employer, may be a more accurate term) and is effective on January 1, 2017 (“**Effective Date**”).

**WHEREAS**, in connection with certain services and programs that CHLIC is providing to Sponsor in connection with one or more employee welfare benefit plans sponsored by Sponsor (the “**Plan(s)**”) under the applicable agreements between the parties (individually or collectively, the “**Service Agreements and/or Policies**”), CHLIC and Sponsor desire to implement the performance guarantees identified in Exhibit A attached hereto, according to the terms set forth below.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, CHLIC and Sponsor hereby agree as follows:

### **Section 1. – Term and Termination**

- 1.1. This Agreement is effective on the Effective Date and shall remain in effect for five (5) years or such other period specified in the applicable Exhibit B (the “**Term**”) unless terminated sooner upon the earliest of the following dates:
  - 1.1.1. The date when CHLIC ceases to administer the Plan(s) (other than run-out claim administration) or when the applicable Service Agreements and/or Policies are terminated or suspended;
  - 1.1.2. The date when any state or other applicable jurisdiction prohibits the activities of the parties under this Agreement;
  - 1.1.3. The Effective Date, in the event that any condition precedent listed in Section 3 or in the applicable Exhibit B is not satisfied.
- 1.2. This Agreement is not renewable unless otherwise specified in the applicable Exhibit B.

### **Section 2. – Definitions**

- 2.1. The following terms used in this Agreement are defined as follows. Additional definitions applicable to a specific Performance Guarantee may be included in Exhibit B. Terms not defined in this section, the applicable Exhibit B, or otherwise in this Agreement shall be deemed to reflect the commonly understood industry meaning.
- 2.2. Account Level – means that performance shall be measured based upon performance with respect to the Sponsor’s Plan(s) to which the Performance Guarantee applies.
  - 2.2.1. Benefit Profile – means the benefits offered under a Plan, including plan design and structure.
  - 2.2.2. Book of Business Level – means that performance shall be measured based upon all plans insured and or administered by CHLIC and its affiliates as determined by CHLIC.
  - 2.2.3. Business Days – means the days of the week that CHLIC is open to the public for conducting business.
  - 2.2.4. Employee – means a person who is an employee or retiree of the Sponsor and covered under the Plan(s).

- 2.2.5. Guarantee Period – means the period during which CHLIC’s performance that is the subject of the Performance Guarantee will be measured, which shall five (5) years from the Effective Date, unless otherwise specified in the applicable Exhibit B.
- 2.2.6. Payment Amount – means the amount payable, as determined by CHLIC under the criteria set forth in this Agreement, pursuant to the terms of a Performance Guarantee.
- 2.2.7. Performance Guarantees – means the guarantees identified in Exhibit A pursuant to which CHLIC commits to achieving specified levels of performance in connection with the applicable Service Agreements and/or Policies.
- 2.2.8. Plan Participants – means eligible persons enrolled in the applicable Plan(s) to which the specific Performance Guarantee applies.
- 2.2.9. Projected Population – means the number of Employees that Sponsor estimated would be enrolled in the applicable Plan(s) to which the specific Performance Guarantee applies on the Effective Date which is 3,090 dental PPO enrolled Employees and 1,060 dental HMO enrolled Employees.

### **Section 3. – Conditions Precedent**

- 3.1. Sponsor acknowledges and agrees that the following conditions precedent must be met in order for any Performance Guarantee set forth in this Agreement to be in effect, otherwise such Performance Guarantee is null and void:
- 3.1.1. This Agreement is signed by both parties within three (3) months of the Effective Date;
- 3.1.2. Sponsor does not make a material change in Benefit Profile during the Term that, as reasonably determined by CHLIC, affects the performance being measured in the applicable Performance Guarantee;
- 3.1.3. CHLIC continuously administers the services to which the applicable Performance Guarantee applies for the entire Term;
- 3.1.4. Sponsor must be an active client of CHLIC for the type of coverage(s) to which this Agreement relates (e.g. Medical, Dental, Pharmacy, Vision, etc.) at the time any Payment Amount is otherwise payable by CHLIC under this Agreement;
- 3.1.5. This Agreement remains continuously in effect for the entire Term;
- 3.1.6. The Plan(s) applicable to a specific Performance Guarantee remains in effect throughout the Term;
- 3.1.7. The applicable Service Agreements and/or Policies to which the Performance Guarantee relates remains in effect throughout the Term of this Agreement, or the Sponsor treats the applicable Service Agreements and/or Policies as being in effect by materially performing its duties and obligations under the applicable Service Agreements and/or Policies throughout the Term of this Agreement;
- 3.1.8. The conditions precedent set forth in Exhibit B of a specific Performance Guarantee are met.

### **Section 4. – Evaluation of Performance and Payment Amounts**

- 4.1. Performance Guarantees and the applicable levels of measurement and Payment Amounts are listed in Exhibit A. Any additional terms, conditions precedent and definitions, if applicable, for any Performance

Guarantee, are listed in the applicable Exhibit B. In the event of a conflict between terms in the Agreement, the terms of the applicable Exhibit B shall control.

- 4.2. CHLIC will report to Sponsor on each Performance Guarantee (the “**Performance Reports**”) within the specific time frame listed in the applicable Exhibit B for each specific Performance Guarantee.
- 4.3. Sponsor shall notify CHLIC in writing within sixty (60) days of receiving the Performance Report of any dispute concerning the Performance Report.
- 4.4. CHLIC or Sponsor, as applicable, shall pay any Payment Amount due under the Performance Report after the Guarantee Period. Upon prior written notice to Sponsor, CHLIC may offset the Payment Amount against any payments owed by Sponsor to CHLIC.
- 4.5. In the event that Sponsor fails to perform any of its obligations under the applicable Service Agreements and/or Policies in a way that affects CHLIC’s ability to perform a function being measured in a Performance Guarantee, CHLIC reserves the right to adjust the Payment Amount, if any, to account for Sponsor’s act or omission.
- 4.6. Performance Reports measure results for the entire Guarantee Period. Any quarterly or other periodic results shared with Sponsor are for informational purposes only.
- 4.7. No third party audit results will be used to measure performance under a Performance Guarantee.
- 4.8. Payment Amounts are based on the Projected Population and/or total amount of fees expected to be paid by Sponsor to CHLIC under the applicable Service Agreements and/or Policies. Payment Amounts are subject to change by CHLIC in the event that the Projected Population and/or total amount of fees paid by Sponsor under the applicable Service Agreements and/or Policies during the Guarantee Period changes.

#### **Section 5. – Measurement Methodology/Changes**

- 5.1. CHLIC shall apply its standard methodology, consistent with applicable industry standards, to measure its performance under a Performance Guarantee. Additional information about methodology for specific Performance Guarantees, if applicable, is detailed in the applicable Exhibit B. Industry standard codes, including but not limited to CPT, ICD-10, NDC and CDT codes, that are set by the industry or a government agency are subject to update/change. Any such updates/changes occurring after the Effective Date will be deemed incorporated into this Agreement without further action required by the parties.
- 5.2. CHLIC may replace or modify Performance Guarantees if necessitated by a change in the way CHLIC systematically tracks or measures the applicable performance guaranteed. Any substitute Performance Guarantee will, to the extent reasonably possible, attempt to reflect the same underlying objective and performance level reflected in the original Performance Guarantee, consistent with its new measurement/tracking methodology. CHLIC shall explain the reasons for the change of a Performance Guarantee and the specifics of the substitute Performance Guarantee in writing at least 30 days prior to such change.

#### **Section 6. – Agreement Modification**

This Agreement constitutes the entire contract between the parties relating to the subject matter herein and no modification or amendment hereto shall be valid unless it is in writing and signed by an officer of Sponsor and by CHLIC’s Regional Financial Officer.



**Section 7. – Laws Governing Contract**

This Agreement shall be construed in accordance with the laws of the State of Florida without regard to conflict of law rules, and both parties consent to the venue and jurisdiction of its courts.

**Section 8. - Resolution of Disputes**

8.1. It is understood and agreed that any dispute between the parties arising from or relating to the performance or interpretation of this Agreement (“**Controversy**”) shall be resolved exclusively pursuant to the following mandatory dispute resolution procedures:

8.1.1. Any Controversy shall first be referred to an executive level employee of each party who shall meet and confer with his/her counterpart to attempt to resolve the dispute (“**Executive Review**”) as follows: The disputing party shall initiate Executive Review by giving the other party written notice of the Controversy and shall specifically request Executive Review of said Controversy in such notice. Within twenty (20) calendar days of any party’s written request for Executive Review, the receiving party shall submit a written response. Both the notice and response shall include a statement of each party’s position and a summary of the evidence and arguments supporting its position. Within thirty (30) calendar days of any party’s request for Executive Review, an executive level employee of each party shall be designated by the party to meet and confer with his/her counterpart to attempt to resolve the dispute. Each representative shall have full authority to resolve the dispute.

8.1.2. In the event that a Controversy has not been resolved within thirty-five (35) calendar days of the request of Executive Review under Section 8.1.1., above, the disputing party shall initiate mediation by providing written notice to the other party, which shall be conducted in Pinellas County, Florida, in accordance with the American Arbitration Association Commercial Mediation Rules (“**Mediation**”). Each party shall assume its own costs and attorneys’ fees, and the compensation and expenses of the mediator and any administrative fees or costs associated with the mediation proceeding shall be borne equally by the parties.

8.1.3. This Section 8 shall survive the termination of this Agreement.

**Section 9. – Third Party Beneficiaries**

This Agreement is for the exclusive benefit of Sponsor and CHLIC. It shall not be construed to create any legal relationship between CHLIC and any other party.

**Section 10. – Assignment and Subcontracting**

No assignment of rights or interests hereunder shall be binding unless approved in writing by a duly authorized officer of each of the parties.

**Section 11. – Nondisclosure**

Information CHLIC reports to Sponsor in connection with this Agreement, including the Performance Guarantee Reports and the Payment Amounts, are proprietary and confidential. Sponsor shall maintain the confidentiality of such information provided to Sponsor pursuant to this Agreement and shall not disclose information to any other party without the express written consent of CHLIC unless otherwise required by law or as required by applicable law



Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

**Section 12. – Waivers**

No course of dealing or failure of either party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. Waiver by either party of any default shall not be deemed a waiver of any other default.

**Section 13. – Headings**

Article, section, or paragraph headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

**Section 14. – Survival**

Provisions contained in this Agreement that by their sense and context are intended to survive completion of performance, termination or cancellation of this Agreement shall so survive.

**Section 15. – Force Majeure**

CHLIC shall not be liable for any failure to meet any of the obligations required under this Agreement where such failure to perform is due to any contingency beyond the reasonable control of CHLIC, its employees, officers, or directors. Such contingencies include, but are not limited to, acts or omissions of any person or entity not employed or reasonably controlled by CHLIC, its employees, officers, or directors, acts of God, fires, wars, accidents, labor disputes or shortages, and governmental laws, ordinances, rules or regulations.

**Section 16. – Notices**

Except as otherwise provided, all notices or other communications hereunder shall be in writing and shall be deemed to have been duly made when (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, (c) delivered electronically, or (d) deposited in the United States mail, postage prepaid, and addressed as follows:



To CHLIC:  
Cigna Health and Life Insurance Company  
1571 Sawgrass Corporate Parkway  
Suite #140  
Sunrise, FL 33323  
Attention: Beth Porcelan, Operations Director

To Sponsor:  
Pinellas County Board of County Commissioners  
Attn: Employee Benefits Manager  
400 South Fort Harrison Avenue  
4<sup>th</sup> Floor  
Clearwater, FL 33756  
Attention: Ken Burke, Clerk of the Circuit Court

The address to which notices or communications may be given by either party may be changed by written notice given by such party to the other pursuant to this Section.

**Section 17. – Entire Agreement**


This Agreement constitutes the entire Agreement between the parties on the subject matter herein. Any and all other Performance Guarantee Agreements between the parties relating to the subject matter of this Agreement, if not already terminated, are terminated as of the Effective Date of this Agreement.

**Signatures**

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed in duplicate and signed by their respective officers duly authorized to do so as of the dates given below.

*Cigna Health and Life Insurance Company*

*Pinellas County Board of County Commissioners*

By:   
\_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Victoria A. Sirica

Printed Name: Ken Burke

Title: Contractual Agreement Unit Manager  
Duly Authorized

Title: Clerk of the Circuit Court  
Duly Authorized

Date: December 9, 2016

Date: \_\_\_\_\_

## EXHIBIT B1 - IMPLEMENTATION

### 1. Additional Definitions

- 1.1. Commitment Dates – means the dates by which CHLIC must perform specific implementation services, as set forth in the Implementation Calendar.
- 1.2. Implementation Calendar – means the schedule that sets out the mutually agreed upon obligations for Sponsor and CHLIC in connection with the implementation of the Plan.
- 1.3. Service Center(s) – means a claim processing office of CHLIC that processes Claims and receives and responds to Plan Participant telephone calls.

### 2. Additional Conditions Precedent

- 2.1. Benefit Profiles must be finalized and provided to CHLIC by Sponsor at least 60 days prior to the Effective Date or CHLIC confirms that the non-standard design and structure can be reasonably implemented at least 30 days prior to the Effective Date.
- 2.2. Sponsor or its designated agent must provide to CHLIC eligibility information for Plan Participants that is accurate, complete, accessible, and timely under the predetermined schedule.
- 2.3. The Implementation Calendar must be finalized and approved by Sponsor and CHLIC prior to the Effective Date.
- 2.4. Sponsor must fulfill its obligations in the Implementation Calendar, including timely, accurate and complete Plan Participant eligibility information and Benefit Profiles.
- 2.5. Sponsor must return the completed Account Implementation Survey within sixty (60) days of receipt, in accordance with paragraph 4.4.1. below.

### 3. Additional Terms

- 3.1. The Guarantee Period for the Implementation Performance Guarantees is six (6) months beginning on the Effective Date.
- 3.2. Implementation Performance Guarantees set forth in this Exhibit shall be measured solely based on the timely, complete and accurate information provided by Sponsor or its designee to CHLIC as of the due dates set forth in the Implementation Calendar.

### 4. Implementation Performance Evaluation Measures

#### 4.1. **Identification Card Delivery**

- 4.1.1. Identification Card Delivery – will be determined by whether CHLIC mailed identification cards to Plan Participants by the dates indicated in the Implementation Calendar.

#### 4.2. **Claim Readiness**

- 4.2.1. Claim Readiness - will be determined by whether all complete and accurate Benefit Profile and eligibility information for each eligible Plan Participant under the Plan was loaded on CHLIC's claims processing system as of the Commitment Date set forth in the approved Implementation Calendar.

**4.3. Call Readiness**

- 4.3.1. Call Readiness Performance – will be determined by whether Plan specifications were loaded into the applicable inquiry system with the Service Center(s) ready to respond to Plan Participant inquiries as of the Commitment Date set forth in the approved Implementation Calendar.

**4.4. Overall Satisfaction with Implementation Services**

- 4.4.1. Overall Satisfaction with Implementation Services - will be determined by whether Sponsor is satisfied with the implementation process, as reflected by a score of no less than “3” on Statement 1 of an Account Implementation Survey to be distributed to the Sponsor by CHLIC. Statement 1 recites that the overall implementation of the account or account changes met the Sponsor’s needs. A score of “3” will mean that the Sponsor neither agrees nor disagrees with this statement. The Account Implementation Survey shall be provided to the Sponsor within sixty (60) calendar days after the Effective Date; the Sponsor shall return the completed Account Implementation Survey results to CHLIC within sixty (60) days of receipt.

**5. Evaluation of Performance and Payment Amounts**

- 5.1. Within four (4) months of completion of Implementation, CHLIC shall compile the necessary documentation and perform the necessary calculations to evaluate its fulfillment of each performance commitment set forth in this Agreement and any payments owed and make this information available to the Sponsor in a Performance Report.

## **EXHIBIT B2 - SERVICE**

### **1. Additional Definitions**

- 1.1. Average Speed to Answer – means the sum of the total elapsed time between the moment when a telephone call is queued and the time the call is responded to.
- 1.2. Call – means a telephone call received by a Call Center from a Plan Participant about a Claim or benefit provided by the Plan.
- 1.3. Call Center – means the member service center of CHLIC that receives and responds to Plan Participant telephone calls.
- 1.4. Claim – means a claim received by CHLIC for benefits under the Plan(s). If the term “claim” is used without a capital c, it refers to a claim received by CHLIC for benefits whether under the Sponsor’s Plan(s) or under other plans.
- 1.5. CHLIC’s Standard Quality Assurance Audit Methodology – means the method by which CHLIC objectively measures claim quality by auditing claims to measure claim accuracy through identification of claim payment or processing errors that are based on data available to the claim processor at the time/day the claim was paid, that caused incorrect payment or correspondence, that has a customer impact and that results in correctional work by CHLIC.
- 1.6. Customer Service Advocate (“CSA”) – means a person whose job it is to respond to callers to a Call Center.
- 1.7. Inquiry – means an activity generated as a result of a Call received by a Call Center about a Claim or benefit matter. One Call may result in one or more activities.
- 1.8. Maintenance Eligibility – means additions, deletions and changes in eligibility that are processed during the Guarantee Period.
- 1.9. Maintenance ID Cards – means ID Cards issued during the Guarantee Period for changes in member address, changes in enrollment, etc.
- 1.10. Office Level – means the performance is measured using a random sample of all the claims processed for the Service Center(s) on the same claim engine that processes Sponsor’s Claims.
- 1.11. Processed – means that CHLIC has made a determination as to whether expenses for which a Claim/claim is made are covered and, if covered, determined the amount of reimbursement or determined that the Claim/claim is missing critical data which must be requested from an external source.
- 1.12. Service Center(s) – means a claim processing office of CHLIC that processes Claims and receives and responds to Plan Participant telephone calls.
- 1.13. Special Account Queue – means a defined group of CHLIC associates that handle a specific block of business with similar Average Speed of Answer and Abandonment Rate requirements. For measurement purposes, results are derived by compiling combined results for all accounts with this requirement.

2. **Performance Guarantee Metrics**

2.1. **Claim Time-to-Process (TTP)**

2.1.1. Claim Time-to-Process - will be calculated by counting the number of Business Days or calendar days (as appropriate as determined by CHLIC) from the day that a Claim is received by CHLIC to and including the day the Claim is Processed. The day that the Claim is received will not be included in this calculation.

2.2. **Claim Quality**

2.2.1. **Financial Accuracy**

2.2.1.1. Financial Accuracy - will be determined by applying CHLIC's Standard Quality Assurance Audit Methodology to a statistically valid sample of Claims (Account Level) or claims (Office Level) processed during the Guarantee Period.

Financial Accuracy represents the sum of the absolute value of total dollars overpaid and the total dollars underpaid subtracted from the total dollars paid, divided by the total dollars paid, expressed as a percentage. Overpayments and underpayments are determined from auditing a statistically valid sample of Claims/claims paid during the Guarantee Period.

2.2.2. **Claim Payment Accuracy**

2.2.2.1. Claim Payment Accuracy - will be determined by applying CHLIC's Standard Quality Assurance Audit Methodology to a statistically valid sample of paid Claims (Account Level) or claims (Office Level) processed during the Guarantee Period.

Claim Payment Accuracy represents the total number of Claims/claims processed without any payment errors, divided by the total Claims/claims processed, expressed as a percentage. The calculation of Claims/claims paid with financial error is determined by CHLIC from auditing a statistically valid sample of Claims/claims paid during the Guarantee Period.

2.3. **Inquiry**

2.3.1. **Average Speed of Answer (ASA)**

2.3.1.1. ASA - will be determined by measuring the sum of the total elapsed time between the moment when a telephone call is queued and the time the call is responded to for all answered calls, and then dividing that number by the total number of telephone calls answered during the Guarantee Period.

The calculation of ASA is based on all calls received during the hours of operation of the Service Center during the Guarantee Period that are serviced in the Special Account Queue.

2.3.2. **Call Abandonment Rate**

2.3.2.1. Call Abandonment Rate - will be determined by dividing the total number of calls received during the Guarantee Period that result in the caller terminating the call after it is queued to a CSA, by the total number of telephone calls received during the Guarantee Period, expressed as a percentage.

The calculation of Call Abandonment Rate is based on all calls received during the hours of operation of the Service Center during the Guarantee Period that are serviced in the Special Account Queue.



### 2.3.3. Call Activity Closure Rate

2.3.3.1. Call Activity Closure Rate - will be determined by dividing the number of Inquiries closed within the Guarantee Period by the total number of Inquiries received during the Guarantee Period, expressed as a percentage. An Inquiry will be considered closed when CHLIC gives it a closed status on its Inquiry Tracking System(s). The Call Activity Closure Rate will be calculated by counting the number of Business Days from the Business Day that the Inquiry is received, to and including the Business Day that the Inquiry is closed. For purposes of this calculation, the Business Day that the Inquiry is received will not be included in the calculation.

### 2.3.4. CSA Quality

2.3.4.1. CSA Quality Rate - will be determined by averaging the quality scores of randomly monitored answered calls for Sponsor or Office during the Guarantee Period, expressed as a percentage. The average quality score of randomly monitored answered calls for Sponsor or Office during the Guarantee Period shall achieve CHLIC's quality standards.

## 2.4. Sponsor Service

### 2.4.1. Automated Maintenance Eligibility Processing\*

\*This Performance Guarantee shall not apply if Sponsor is using the Enrollment Maintenance Tool.

2.4.1.1. Additional Condition Precedent - This Maintenance Eligibility Processing Performance Guarantee is contingent upon the submission by Sponsor (or Sponsor's agent) of full electronic eligibility files containing no more than two (2) percent erroneous records. An "erroneous record" means any Plan Participant record lacking any of the accurate information necessary to correctly administer benefits, such as: correct spelling of the Plan Participant's name; applicable Social Security Number; date of birth; account number; division (if any); branch number; information to correctly identify plan and benefit structure, such as benefit option code, benefit structure, plan code, plan type, network ID (if the Plan uses provider networks); effective date of coverage; termination date; HIPAA privacy information (if any); member address and any other demographic data.

2.4.1.2. Maintenance Eligibility Processing - will be determined by dividing the number of eligibility files that met the performance standard during the Guarantee Period by the total number of eligibility files processed during the Guarantee Period, expressed as a percentage. Whether the performance standard has been met will be determined by counting the number of Business Days from the Business Day that the file is received by CHLIC to and including the Business Day the file is entered into the CHLIC eligibility system. The Business Day the file is received will not be included in this calculation.

## 2.5. Account Management

2.5.1. Account Management Performance Guarantee – will be met if CHLIC's Account Management Sales Team provides services to Sponsor of such quality that the designated Account Management Composite Score based upon four (4) quarterly scorecards during the Guarantee Period is met on the Account Management Report Card (sample available upon request).

2.5.2. Account Management Condition Precedent – This commitment is contingent on Sponsor completing its obligations in the "Evaluation of Account Management" subsection below, on a quarterly basis.

2.5.3. Evaluation of Account Management - At the beginning of the Term, Sponsor shall designate individuals on its benefits staff who will receive and complete the Account Management Report Card on a quarterly basis.



The Account Management Report Card will be distributed to Sponsor's designated staff members on a quarterly basis, shall be completed, signed and dated by them, and all returned to CHLIC by Sponsor within three (3) weeks of the distribution date. Failure of Sponsor to meet its obligations in this subparagraph and the subparagraph above shall nullify the Account Management Performance Guarantee.

Following the end of the Guarantee Period and receipt of the fourth (4<sup>th</sup>) quarterly survey from Sponsor, CHLIC will calculate the composite score in each performance assessment category by averaging the scores for the four (4) quarters of the Guarantee Period. The assessments of each of the designated staff members and each of the performance assessment categories will be weighted equally. The Account Management Performance Guarantee will be deemed fulfilled if the average of the composite scores in each category ("**Account Management Composite Score**") is equal to or greater than the Account Management Composite Score indicated on Exhibit A.

2.5.4. Reservation of Right – CHLIC reserves the right to make changes during the Term in its staff/personnel assigned to provide Account Management services to Sponsor.

### 3. Evaluation of Performance and Payment Amounts

3.1. Within four (4) months after the end of the Term, CHLIC shall compile the necessary documentation and perform the necessary calculations to evaluate its fulfillment of each Performance Guarantee set forth in this Agreement and make this information available to Sponsor in a Performance Report.

The Payment Amounts in Exhibit A have been established in relationship to the Projected Population. In the event that the actual number of Employees enrolled on the Effective Date is greater than one-hundred and fifteen percent (115%) of the Projected Population, the Sponsor reserves the right to increase the Payment Amounts in proportion to the variation between the actual and projected number of enrolled Employees. Correspondingly, CHLIC reserves the right to decrease the Payment Amounts in proportion to the variation between the actual and projected number of enrolled Employees in the event that the actual number of Employees enrolled on the Effective Date is less than eighty-five percent (85%) of the Projected Population.

## **EXHIBIT B3 - DENTAL HMO**

### **1. Additional Definitions**

- 1.1. Book of Business Level – means that the performance commitment is measured based on the total Cigna Dental HMO book of business.
- 1.2. Call Center – means the member service center of Cigna Dental that receives and responds to Plan Participant telephone calls.
- 1.3. Customer Service Advocate (“CSA”) – means a person responding to callers at a Call Center.
- 1.4. Inquiry – means an answered call, received at a Call Center, about the services Cigna Dental provides to the Plan(s).
- 1.5. Office Level – means that the performance commitment is measured using a random sample of all the claims processed on the same claim engine that processes Sponsor’s claims for the Service Center(s) or calls received in Call Center(s) that answer Sponsor’s calls.
- 1.6. Special Account Queue – means a defined group of Customer Service Advocates that handle a specific block of business with similar ASA and abandonment rate requirements. For measurement purposes, results are derived by compiling combined results for all accounts with these requirements.
- 1.7. Specialty Referral Claim – means requests submitted by the Network Specialty Dentist for a care treatment plan for payment authorization, except for Pediatrics, Orthodontics and Endodontics, where prior authorization is not required.

### **2. Additional Conditions Precedent**

- 2.1. The Service Agreements and/or Policies to which these Performance Guarantees relate must be in full force and effect at the time a payment is due, regardless of whether the Guarantee Period specified herein ended prior to or at the same time as termination of such Service Agreements and/or Policies, except to the extent that the Agreements and/or Policies have ended due to reaching their full term in which case any Performance Guarantee payments due remain due.

### **3. Additional Terms**

- 3.1. The Payment Amount due under this Performance Guarantee will be calculated based on the average number of enrolled Employees during the Guarantee Period, not the Projected Population.

### **4. Performance Evaluation Metrics**

- 4.1. Average Speed of Answer (ASA) - is determined by dividing the sum of the total elapsed time between the moment when a telephone call is queued to the Call Center(s) and the time the call is responded to for all answered calls to the Call Center(s) during the Guarantee Period by the total number of telephone calls answered in the Call Center(s) during the Guarantee Period.
- 4.2. Call Abandonment Rate - will be determined by dividing the total number of calls received during the Guarantee Period that result in the caller terminating the call after it is queued to a CSA by the total number of telephone calls received by the Call Center(s) during the Guarantee Period, expressed as a percent.

- 4.3. Member Satisfaction – will be determined through evaluation of member surveys, transfer patterns and member complaint/grievance information. Member satisfaction surveys are conducted on a continuous basis, and are designed to measure Cigna Dental’s performance and to assess member satisfaction with the services provided. Performance measures include, but are not limited to: Services rendered at the dental office, staff’s attitudes, communication of expenses, management of patient discomfort, office environment, perception of treatment outcome and patient waiting time.
- 4.4. Provision of Post-Enrollment Materials Performance – will be determined by whether Post-enrollment materials were mailed to the Sponsor and/or Plan Participants within the designated number of weeks following receipt of the eligibility files from the Sponsor. The electronic file must be received from Sponsor in order to release this eligibility file to the ID card vendor.

Additional Condition Precedent – this Post-enrollment Performance Guarantee is contingent upon the timely submission by Sponsor (or Sponsor’s agent) of full electronic eligibility files containing no more than two percent (2%) erroneous records. An “erroneous record” is defined as a Plan Participant record lacking any of the accurate information necessary to correctly administer benefits, such as: Correct spelling of the Plan Participant’s name, applicable Social Security Number, date of birth, account number, division (if any), branch number, information to correctly identify plan and benefit structure, such as benefit option code, benefit structure, plan code, plan type, effective date of coverage, termination date, HIPAA privacy information (if any), member address and any other demographical information.

- 4.5. Time to Process - Specialty Referral Claims Rate – will be determined by dividing the number of Business Days from when the Specialty Referral Claim is received, to and including the Business Day that the Specialty Referral Claim is closed, for all Specialty Referral Claims received during the Guarantee Period by the number of Specialty Referral Claims received during the Guarantee Period, expressed as a percent. For purposes of this calculation, the Business Day that the Specialty Referral Claim is received will not be included in this calculation.

**5. Evaluation of Performance and Payment Amounts**

- 5.1. Within four (4) months after the end of the Guarantee Period, CHLIC shall compile the necessary documentation and perform the necessary calculations to evaluate its fulfillment of each performance commitment set forth in this Agreement and make this information available to the Sponsor in a Performance Report.