

Administrative Services Only Agreement

By and Between

**Pinellas County Board of Commissioners
“County”**

And

**Cigna Health and Life Insurance Company
“Contractor”**

Effective Date: January 1, 2017

Table of Contents

Definitions.....	3
Section 1. Term and Termination of Agreement.....	4
Section 2. Claim Administration and Additional Services.....	4
Section 3. Funding and Payment of Claims	5
Section 4. Charges.....	5
Section 5. Enrollment and Determination of Eligibility.....	6
Section 6. Claim Audits and Confidentiality.....	6
Section 7. Plan Benefit Liability	8
Section 8. Modification of Plan and Charges.....	8
Section 9. Modification of Agreement.....	8
Section 10. Laws Governing Agreement	9
Section 11. Information in Contractor Processing Systems	9
Section 12. Resolution of Disputes	9
Section 13. Third Party Beneficiaries.....	9
Section 14. Waivers.....	9
Section 15. Headings.....	9
Section 16. Severability.....	9
Section 17. Force Majeure.....	10
Section 18. Assignment and Subcontracting	10
Section 19. Notices.....	10
Section 20. Identifying Information and Internet Usage	10
Section 21. Performance Guarantees.....	10
Section 22. Insurance and Indemnification.....	11
SIGNATURES	12
Schedule of Financial Charges	13
Exhibit A - Plan Booklet	16
Exhibit B – Services	17
Exhibit C – Claim Audit Agreement (Sample)	20
Exhibit D – Privacy Addendum	22
Exhibit E –Intentionally Omitted.....	24
Exhibit F- Insurance.....	25

**Client Name: Pinellas County Board of Commissioners
Administrative Services Only Agreement**

THIS AGREEMENT, effective January 1, 2017 (the “**Effective Date**”) is by and between Pinellas County, a political subdivision of the State of Florida (“**County**”) and Cigna Health and Life Insurance Company (“**Contractor**”).

RECITALS:

WHEREAS, County, as Plan Sponsor, has adopted the benefit described in Exhibit A, as may be amended, (“**Plan**”) for certain of its employees/members and their eligible dependents (collectively “**Members**”); and

WHEREAS, County, has requested Contractor to furnish, certain administration services in connection with the Plan (for its own internal purposes, Contractor identifies County’s account by the following number 3332349).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is hereby agreed as follows:

Definitions

Agreement means this entire document including the Schedule of Financial Charges and all Exhibits and Addenda.

Applicable Law means the state, federal and international laws and regulations that apply. Applicable Law includes but is not limited to the Employee Retirement Income Security Act of 1974 (“**ERISA**”), the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”), the Foreign Corrupt Practices Act (“**FCPA**”) and any other anti-bribery or anti-corruption laws in the countries where the Parties conduct business.

Bank Account means a benefit plan account with a bank designated by Contractor; established and maintained by County in it’s or a nominee’s name.

ERISA means the Employee Retirement Income Security Act of 1974, as amended and related regulations.

Extra-Contractual Benefits means payments which County has instructed Contractor to make for health care services and/or products that Contractor has determined are not covered under the Plan.

Member means a person eligible for and enrolled in the Plan as an employee or dependent.

Participant/Participating Members means Member(s) who is (are) participating in a specific program and/or product available to Members under the Plan.

Participating Providers means providers of health care services and/or products, who/which contract directly or indirectly with Contractor to provide services and/or products to Members.

Party/Parties means County and Contractor, each a “Party” and collectively, the “Parties”.

Plan Benefits means amounts payable for covered health care services and products under the terms of the Plan.

Plan Year means the twelve (12) month period, beginning on the Effective Date and, thereafter, each subsequent twelve (12) month period.

Run-Out Claims means claims for Plan Benefits relating to health care services and products that are incurred prior to termination of this Agreement; termination of a Plan benefit option or termination of eligible Members, as applicable.

Subscriber means the Member whose employment or participation is the basis for eligibility under the Plan.

**Client Name: Pinellas County Board of Commissioners
Administrative Services Only Agreement**

Section 1. Term and Termination of Agreement

This Agreement is effective on the Effective Date and shall remain in effect for sixty (60) months or until the earliest of the following dates:

- i. The date which is at least sixty (60) days from the date that either County or Contractor provides written notice to the other of termination of this Agreement;
- ii. The effective date of any Applicable Law or governmental action which prohibits performance of the activities required by this Agreement;
- iii. The date upon which County fails to fund the Bank Account as required by this Agreement provided Contractor notifies County of its election to terminate;
- iv. The date upon which County fails to pay Contractor any charges identified in this Agreement when due provided Contractor provides thirty (30) days written notice and notifies County of its election to terminate;
- v. Any other date mutually agreed upon by County and Contractor.
- vi. In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the vendor of such occurrence and contract shall terminate on the last day of current fiscal period without penalty or expense to the County.
- vii. Pinellas County reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.

Section 2. Claim Administration and Additional Services

- a. While this Agreement is in effect, Contractor shall, consistent with, the claim administration policies and procedures then applicable to its own health care insurance business (i) receive and review claims for Plan Benefits; (ii) determine the Plan Benefits, if any, payable for such claims; (iii) disburse payments of Plan Benefits to claimants; and (iv) provide in the manner and within the time limits required by Applicable Law, notification to claimants of (a) the coverage determination or (b) any anticipated delay in making a coverage determination beyond the time required by Applicable Law.
- b. Following (i) termination of this Agreement, except pursuant to Section 1 (iii); (ii) termination of a Plan benefit option or (iii) termination of eligible Members, if the required fees have been paid in full, if any, Contractor shall process Run-Out Claims for the applicable Run-Out Period (Refer to Schedule of Financial Charges for applicable fees and Run-Out Period). At the termination of any applicable Run-Out Period, Contractor shall cease processing Run-Out Claims and, subject to the requirements of Section 6.b, make all relevant records in its possession relating to such claims reasonably available to County or County's designee. Contractor is not required to provide proprietary information to County or any other party.
- c. County hereby delegates to Contractor the authority, responsibility and discretion to determine eligibility and enrollment for coverage under the Plan according to the information provided by the County and make factual determinations and to interpret the provisions of the Plan to make coverage determinations on claims for Plan Benefits. County will ensure that all summary plan description materials provided to Members reflect this delegation.

**Client Name: Pinellas County Board of Commissioners
Administrative Services Only Agreement**

- d. In addition to the basic claim administrative duties described above, Contractor shall also perform the Plan-related administrative duties agreed upon by the Parties and specified in Exhibit B.

Section 3. Funding and Payment of Claims

- a. County shall establish a Bank Account, and maintain in the Bank Account an amount sufficient at all times to fund checks written on it for the following (collectively “**Bank Account Payments**”): (i) Plan Benefits; (ii) those charges and fees identified in the Schedule of Financial Charges as payable through the Bank Account and (iii) any sales or use taxes, or any similar benefit- or Plan-related charge or assessment however denominated, which may be imposed by any governmental authority. Bank Account Payments may include without limitation: (a) fixed per person payments and pay-for-performance incentive payments to Participating Providers; (b) amounts owed to Contractor; and (c) amounts paid to Contractor’s affiliates and/or subcontractors for, among other things, network access or in- and out-of network health care services/products provided to Members. Contractor may credit the Bank Account with payments due County under a stop loss policy issued by Contractor or an affiliate.
- b. Contractor, as agent for the County, shall make Bank Account Payments from the Bank Account, in the amount Contractor reasonably determines to be proper under the Plan and/or under this Agreement.
- c. In the event that sufficient funds are not available in the Bank Account to pay all Bank Account Payments when due, Contractor shall cease to process claims for Plan Benefits including Run-Out Claims and notify the County in writing within 30 days so that corrective measures can be taken.
- d. Contractor will promptly adjust any underpayment of Plan Benefits by drawing additional funds due the claimant from the Bank Account. In the event Contractor overpays a claim for Plan Benefits or pays Plan Benefits to the wrong party, it shall take all reasonable steps to recover the overpayment; however, Contractor shall not be required to initiate court, mediation, arbitration or other administrative proceedings to recover any overpayment. Contractor shall not be responsible for reimbursing any unrecovered payments of Plan Benefits unless made as a result of its negligence or willful conduct.
- e. Following termination of this Agreement, County shall remain liable for payment of all due Bank Account Payments and for all reimbursements due Members under the Plan. County shall promptly reimburse Connecticut General for any Bank Account Payments paid by Connecticut General with its own and no such payment by Connecticut General shall be construed as an assumption of any of County’s liability.

This Section 3 shall survive termination of this Agreement.

Section 4. Charges

- a. Charges. Contractor shall provide to County a monthly statement of all charges County is obligated to pay under this Agreement that are not paid as Bank Account Payments. Payment of all billed charges shall be due on the first day of the month, as indicated on the monthly statement. All payment, invoicing, and dispute resolution shall be in accordance with the Local Government Prompt Payment Act, Fla. Stat. 218.70 et. seq., and County policy established in conformance therewith.
- b. Changes – Additions and Terminations. If an employee becomes a Member on or before the fifteenth (15th) day of the month, full charges applicable to that Member shall be due for that Member for that month. If coverage does not start or ceases on or before the fifteenth (15th) day of the month for a Member, no charges shall be due for that Member for that month. No charges are due for Members for the month when they become covered after the fifteenth of the month or for when their coverage is terminated before the fifteenth of the month

**Client Name: Pinellas County Board of Commissioners
Administrative Services Only Agreement**

- c. Retroactive Changes and Terminations. County shall remain responsible for all charges and Bank Account Payments incurred or charged through the date that Contractor processes the retroactive change or termination of membership or 5 days from County's notice thereof, whichever is shorter. However, if the change or termination would result in a reduction in charges, Contractor shall credit to County the reduction in charges charged.

This Section 4 shall survive termination of this Agreement.

Section 5. Enrollment and Determination of Eligibility

- a. Eligibility Determinations and Information. County is responsible for administering Plan enrollment. In determining any person's right to benefits under the Plan, Contractor shall rely upon enrollment and eligibility information provided by the County. Such information shall identify the effective date of eligibility and the termination date of eligibility and shall be provided promptly to Contractor in a format and with such other information as reasonably may be required by Contractor for the proper administration of the Plan.
- b. Release of Liability. Notwithstanding any inconsistent provision of this Agreement to the contrary, if County, or its designee fails to provide Contractor with accurate enrollment and eligibility information, benefit design requirements, or other agreed-upon information in Contractor's standard timeframe and format, Contractor shall have no liability under this Agreement for any act or omission by Contractor, or its employees, affiliates, subcontractors, agents or representatives, directly caused by such failure.
- c. Reconciliation of Eligibility and Information and Default Terminations. Contractor will periodically share potential discrepancies in eligibility information with County. County will review and reconcile any discrepancies within thirty (30) days of receipt. If County fails to timely do so, Contractor may terminate coverage for any Member not listed as eligible in County's submitted eligibility information.

Section 6. Claim Audits and Confidentiality

- a. Claim Audit. County may, in accordance with the following requirements and at no additional charge while this Agreement is in effect, audit Contractor's payment of Plan Benefits subject to the following conditions:
- i. County shall provide CONTRACTOR 30 days advance written request for audit. County and Contractor will agree on an independent, third party auditor to conduct the audit (the "**Auditor**") and the date for the audit during regular business hours at Contractor's office(s). County shall be responsible for its Auditor's costs. The audit shall be conducted in accordance with the terms of Contractor's Claim Audit Agreement attached hereto as Exhibit C, which is hereby agreed to by County and which shall be signed by the Auditor prior to the start of the audit.
 - ii. If County has five thousand (5,000) or more employees who are Members, County may conduct one such audit every Plan Year (but not within six (6) months of a prior audit); otherwise, County may conduct one such audit every two (2) Plan Years (but not within eighteen (18) months of a prior audit).
 - iii. Auditor will review payment documents relating to a random, statistically valid sample of 225 claims paid during the two prior Plan years and not previously audited (the "**Audit**") subject to any contrary terms in participating Provider agreements. Contractor will reasonably cooperate with audits other than the "Audit" subject to mutually agreed charges. With respect to the audits other than the "Audit", the scope may include types of claims prone to overpayments provided the types of claims prone to underpayments are equally included. With respect to the Audit and any other audit, any claim adjustments will be based upon the actual claims reviewed and not upon statistical projections or extrapolations

**Client Name: Pinellas County Board of Commissioners
Administrative Services Only Agreement**

- iv. In the event County requests to alter the scope of the claim audit, Contractor will endeavor to reasonably accommodate the County's request, which may be subject to additional charges to be mutually agreed upon by the County and Contractor prior to the start of the audit.
- v. Contractor shall retain all records relating to this Agreement for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

b. Confidentiality

- i. Subject to the requirements of Applicable Law, the terms of this Agreement and the Privacy Addendum in Exhibit D, a signed Business Associate agreement between County and its designee, and a signed Confidentiality Agreement between Contractor and applicable designee; Contractor shall release copies of confidential claims and Plan Benefit payment information in Contractor's claims system ("**Confidential Information**") and may release copies of proprietary information relating to the Plan in Contractor's claims system ("**Proprietary Information**") to the County and/or its designees. County agrees that County and its designees will keep Confidential Information and Proprietary Information confidential and will use Confidential Information and Proprietary Information solely for the purpose of administering the Plan or as otherwise required by law. County is solely responsible for the consequences of any use, misuse, or disclosure of Confidential Information provided by Contractor pursuant to this paragraph b.
- ii. Contractor will maintain the confidentiality of all Protected Health Information in its possession in accordance with the Privacy Addendum in Exhibit D and any applicable state privacy laws, including, without limitation, 201 CMR 17.00: Massachusetts Standards for the Protection of Personal Information of Residents of the Commonwealth.

- c. Upon termination of this Agreement and subject to the provisions of Section 6.b above, Contractor shall make information available, to the extent administratively feasible, if the Parties agree upon the charge to be paid by County.

c. Public Records

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.

**Client Name: Pinellas County Board of Commissioners
Administrative Services Only Agreement**

The obligations set forth in this Section 6 (b), shall survive termination of this Agreement.

Section 7. Plan Benefit Liability

- a. County Liability for Plan Benefits. County is responsible for all Plan Benefits including any Plan Benefits paid as a result of any legal action. County agrees that Contractor has no obligation to fund any claims for Plan Benefits whatsoever. Contractor shall reasonably cooperate with County in its defense of such actions.

If Contractor pays a claim for Extra-Contractual Benefits, County is responsible for funding the payment and such payments shall not be considered in determining reimbursements or payments under stop loss insurance or in determining any risk-sharing or performance guarantee reimbursements.

Section 8. Modification of Plan and Charges

- a. Contractor shall have the right to revise the charges identified in this Agreement (i) on each anniversary of this Agreement after the initial three (3) year period of the Agreement, (ii) at any time by giving County at least ninety (90) days prior written notice and written agreement of the parties, but not more frequently than once annually, after the initial three (3) year period, both (i) and (ii) to be based upon an amount not to exceed the average of the Consumer Price Index (CPI) for all Urban Consumers, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100; (iii) upon any modification or amendment of the benefits under the Plan or Contractor's administrative duties at any time during the Agreement, (iv) upon any variation of twenty-five percent (25%) or more in the number of Members used by Contractor to calculate its charges under the Agreement at any time during the Agreement, and/or (v) upon any change in law or regulation that materially impacts Contractor's liabilities and/or responsibilities under this Agreement at any time during the Agreement, provided Contractor shall have provided detailed documentation satisfactory to the County demonstrating the impact and the necessity and proportionality of the proposed revision.
- b. County shall provide Contractor written notice of any modification or amendment to the Plan sufficiently in advance of any such change as to allow Contractor to implement the modification or amendment. County and Contractor shall agree upon the manner and timing of the implementation subject to Contractor's system and operational capabilities.
- c. Modification of Contractor's duties shall be by mutual agreement. The parties shall reflect such modification and any revised charges (if applicable) in a letter agreement which shall become part of this Agreement.

Section 9. Modification of Agreement

This Agreement constitutes the entire contract between the Parties regarding the subject matter herein. Except, as otherwise provided herein, the provisions of this Agreement shall control in the event of a conflict with the terms of any other agreements. No modification or amendment hereto shall be valid unless in writing and agreed to by an authorized person of each of the Parties, except that modification of charges pursuant to Section 8 above may be made by written notice to County by Contractor. If County pays such revised charges or fails to object to such revision in writing within thirty (30) days of receipt, this Agreement shall be deemed modified to reflect the charges as communicated by Contractor.

Section 10. Laws Governing Agreement

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 11. Information in CONTRACTOR Processing Systems

Contractor may retain and use all Plan-related claim and Plan Benefit payment information recorded for or otherwise integrated into Contractor's business records including claim processing systems during the ordinary course of business (provided, however, that claim or payment information will be available to County pursuant to Section 6). Contractor will retain claim and payment information as required by Applicable Law.

Section 12. Resolution of Disputes

Any dispute between the Parties arising from or relating to the performance or interpretation of this Agreement ("**Controversy**") shall be resolved pursuant to the following procedures:

- a. 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 give the other Party written notice of the Controversy and request Executive Review. Within twenty (20) days of such written request, the receiving Party shall respond to the other in writing. The notice and the response shall each include a summary of and support for the Party's position. Within thirty (30) days of the request for Executive Review, an employee of each Party, with full authority to resolve the dispute, shall meet and attempt to resolve the dispute.
- b. Once such attempt is made, either party may pursue any other remedies available.

This provision shall survive termination of this Agreement.

Section 13. Third Party Beneficiaries

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

Section 14. Waivers

No course of dealing or failure of any 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 15. 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 16. Severability

If any provision or any part of a provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not invalidate or render unenforceable any other portion of this Agreement.

Section 17. Force Majeure

Contractor 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 Contractor, 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 Contractor, their employees, officers, or directors, acts of God, fires, wars, accidents, labor disputes or shortages, and governmental laws, ordinances, rules or regulations.

Section 18. Assignment and Subcontracting

Neither Party may assign any right, interest, or obligation hereunder without the express written consent of the other Party; provided, however that Contractor may assign any right, interest, or responsibility under this Agreement to its affiliates and/or subcontract specific obligations under the Agreement provided that Contractor shall not be relieved of its obligations under the Agreement when doing so.

Section 19. 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 Contractor:

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

To County:

Pinellas County Board of County Commissioners
Attn: Employee Benefits Manager
400 South Ft. Harrison, 4th Floor
Clearwater, FL 33756
Attention: David Blasewitz, Employee Benefits Manager

The address to which notices or communications may be given by any Party may be changed by written notice given by one Party to the other pursuant to this Section.

Section 20. Identifying Information and Internet Usage

Except, as necessary in the performance of their duties under this Agreement, no Party may use the other's name, logo, service marks, trademarks or other identifying information or to establish a link to the other's World Wide Web site without its prior written approval.

Section 21. Performance Guarantees

Contractor has agreed to place a portion of its administrative fees at risk. The Parties agree that separate Performance Guarantee Agreement will be executed.

Section 22. Insurance and Indemnification

Insurance. Contractor shall comply with the insurance requirements set out in Exhibit F, attached hereto and incorporated herein by reference.

Indemnification. Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor or Contractor's subcontractors; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the County.


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. County executes as the authorized representative of the Plan with respect to the Privacy Addendum to this Agreement.

Dated at _____, _____

PINELLAS COUNTY BOARD OF COMMISSIONERS


This 21 day of December, 2016

By: 
Name: Mark S. Woodard, County Administrator
Its
Duly Authorized

Dated at Hartford, Connecticut

CIGNA HEALTH AND LIFE INSURANCE COMPANY

This 15th day of December, 2016

By: 
Name: Victoria A. Sirica
Its Contractual Agreement Unit Manager
Duly Authorized

APPROVED AS TO FORM

By: 
Office of the County Attorney

Schedule of Financial Charges

Certain fees and charges identified in this Schedule of Financial Charges will be billed to County monthly in accordance with Contractor's then standard billing practices. However, Contractor is authorized to pay all fees and charges from the Bank Account unless otherwise specified in this Agreement.

DENTAL ADMINISTRATION CHARGES		
Product	Description	Charge
Dental	<ul style="list-style-type: none"> Dental Preferred Provider Organization (DPPO) Total compensation to Contractor pursuant to this Agreement shall not exceed the not-to-exceed sum of \$265,000.00 through the 2019 Plan Year based on current benefit enrollees. After the 2019 Plan Year the parties will establish by mutual written amendment a new not-to-exceed sum prior to performing additional services. 	\$1.94/employee/month
MULTI-YEAR CHARGE/FEE GUARANTEES		
	<p>The maximum increase for the Dental Administration Charge(s) and Network Access Fee(s) for the 2018 Plan Year will be 0% over the 2017 Plan Year charges/fees.</p> <p>The maximum increase for the Dental Administration Charge(s) and Network Access Fee(s) for the 2019 Plan Year will be 0% over the 2018 Plan Year charges/fees.</p> <p>The above charges/fees are guaranteed for the time periods identified above, provided, however, that Contractor may revise the above charges/fees pursuant to Section 8 of this Agreement.</p>	
DENTAL SHARED SAVINGS FEE		
	<p>A shared savings fee shall be payable to Contractor in connection with each in network fee for service claim (i.e., each paper or electronic submission) for covered services/supplies (other than drugs) provided by a Participating Provider and re-priced by Contractor to reflect the applicable contract reimbursement rate (the "Re-priced Charge"). No shared savings fee shall be payable with respect to (i) drug claims paid under the Pharmacy Benefit Plan, or (ii) claims that result in no payment under the Plan.</p>	<p>10.00% of the difference between the Participating Provider's billed charge (average area charge for dental) and the Re-priced Charge, not to exceed:</p> <p>\$3,000 per claim for dental services</p>
AMOUNTS OWED TO CONTRACTOR		
<p>Amounts paid by Contractor with its own funds on behalf of County or the Plan with respect to charges for which County or the Plan is obligated to pay under this Agreement including Plan Benefits, Bank Account Payments (including fix per person payments and pay-for-performance payments to Participating Providers), governmental taxes or assessments.</p>		

FEES FOR PROCESSING RUN-OUT CLAIMS		
DPPO Products	<p>Run-Out Period of twelve (12) months</p> <p>Contractor shall not be required to process Run-Out Claims until it has received full payment of the required fees.</p>	The sum of the last four (4) months of billed fees applicable to the terminated (i) Agreement, (ii) Plan benefit option or (iii) Members.
CONTRACTOR COST CONTAINMENT FEES		
<p>CHLIC, a Cigna company, administers the following programs to contain costs with respect to charges for health care service/supplies that are covered by the Plan. In administering these programs, Contractor contracts with vendors to perform program related services. Specific vendor fees are available upon request. Contractor's charge for administering these programs is the percentage (indicated below) of either the (1) the "gross savings" (i.e. the difference between the charge that the provider would have made absent the program savings and the charge made as a result of the program savings or (2) the "recovery" (i.e. the amount recovered) as applicable. Contractor pays the applicable vendor fee.</p> <p>For covered services received from non-participating providers, Contractor may apply discounts available under agreements with third parties. This program is identified below as Dental Cost Containment. This is consistent with the claim administration practices applicable to Contractor's own health care insurance business when these programs are implemented. Contractor charges the percentage shown for administering these programs. Applying these discounts may result in higher payments than if the maximum reimbursable charge is applied. Whereas application of the maximum reimbursable charge may result in the patient being balance billed for the entire unreimbursed amount, applying these discounts avoids balance billing and substantially reduces the patient's out-of pocket cost.</p>		
DENTAL COST CONTAINMENT		
	Dental Cost Containment	25% of gross savings
OTHER VENDORS AND HEALTH CARE SERVICES PROVIDERS		
	<p>Fixed per person per period and fee-for-service charges for various vendors and other providers/arrangers of health care services and/or supplies will be paid as claims for Plan Benefits. In addition, performance-based payments to Participating Providers will be charged to the Bank Account. Such payments will be at the payment rates then in effect, which may be amended from time to time. Additional details regarding charges and the identity of the vendor or provider of health care services will be made available upon request.</p>	All Products

NOTICE REGARDING PAYMENTS FROM THIRD PARTIES		
	<p>From time to time, Contractor, directly or through its affiliates, arranges with third parties (e.g., service vendors, provider network managers) to provide various services (e.g., cost-containment initiatives) in connection with the Plan. Contractor and its affiliates may receive payments from such third parties to help defray Contractor's expenses associated with the implementation and/or ongoing administration of these arrangements. Contractor may also receive compensation from third-party vendors that County may retain based upon a referral from Contractor.</p>	<p>All Products</p>

Exhibit A - Plan Booklet

A “Plan Booklet” that describes the Plan Benefits and Members’ rights and responsibilities under the Plan will be provided by County to Contractor for its use in administering the Plan including denials and appeals of denials of claims for Plan Benefits. If County has not provided Contractor with a copy of its finalized Plan Booklet by the time this Agreement is effective, Contractor will administer the Plan in accordance with the Plan Benefits described in the Plan Booklet draft provided by Contractor to County and Section 2 of this Agreement. Contractor will continue to administer the Plan in this manner until Contractor receives the finalized Plan Booklet and follows Contractor’s preparation and review process. After that time Contractor will administer the Plan in accordance with Plan Benefits described in the finalized Plan Booklet and Section 2 of this Agreement.

Exhibit B – Services

BANKING AND ADMINISTRATION		
Products <u>excluding</u> Health Savings Account		
1.	Furnishing Contractor’s standard Bank Account activity data reports to County as and when agreed upon. Contractor’s administration of the Plan does not include performing obligations, if any, under state escheat or unclaimed property laws. It is County’s responsibility to determine the extent to which these laws may apply to the Plan and to comply with such laws.	All Products
2.	Report to County the claim payment information required in connection with Section 6041 of the Internal Revenue Code.	All Products
3.	Where permitted and agreed to by Contractor, Contractor will file applicable forms and pay on behalf of County and/or the Plan any assessment, surcharge, tax or other similar charge which is required to be made by County and/or the Plan based on covered lives and/or paid claims or otherwise in accordance with and as required by other applicable state and/or federal laws and regulations and the Bank Account will be charged for any such payments made by Contractor.	All Products
CLAIM ADMINISTRATION		
Products <u>excluding</u> Health Savings Account		
1.	Calculate benefits, check and/or electronic payments disbursed from County’s Bank Account. Bank Account payments will appear in County’s standard Bank Account activity data reports.	All Products
2.	Contractor’s generic claim forms are made available to County for individuals eligible to enroll in the Plan.	All Products
3.	Investigate, pend, and/or recommend denial of claims in whole or in part, as necessary, by Contractor’s Special Investigations Unit.	All Products
4.	Discuss claims, when appropriate, with providers of health services.	All Products
5.	Perform, based on Contractor’s book of business internal audits of plan benefit payments on a random sample basis.	All Products
6.	Claim control procedures reported annually in Statement on Standards for Attestation Engagements (SSAE) No. 16 Report (SAS70 successor report).	All Products
7.	Respond to Insurance Department complaints.	All Products
8.	Dedicated toll-free telephone line for Member and Provider calls to Contractor Service Centers.	All Products
9.	Member Explanation of Benefit (“EOB”) statements including, when applicable, notice of denied claims, denial reason(s) and appeal rights.	All Products (excluding Pharmacy)
10.	Verify enrollment and eligibility using Member information submitted by County and/or its authorized agent.	All Products

Dental Only		
1.	Contractor's generic enrollment form is made available to County for individuals eligible to enroll in the Plan.	All Dental Products
2.	Contractor's generic ID cards are prepared and bulk shipped to the County's address to distribute to their employees.	All Dental Products
3.	Standard Dental predetermination of benefits for dental procedures on a voluntary basis.	All Dental Products
4.	When elected, the Cigna Oral Health Integration Program® (OHIP) includes the provision of administrative services necessary to provide eligible Members with certain health conditions enhanced dental benefits. The program covers the following conditions: Maternity, Diabetes, Cardiovascular Programs, cerebrovascular disease (stroke), chronic kidney disease, organ transplants and head/neck cancer radiation, and is aimed at improving overall health by encouraging Members to obtain needed dental treatment by providing enhanced benefits. As appropriate, OHIP may be expanded to include new procedures, conditions and programs in the future.	All Dental Products
PLAN BOOKLET		
Products excluding Health Savings Account		
	Prepare and make accessible Member benefit booklet drafts to County.	All Products
UNDERWRITING SERVICES		
1.	5500 Schedule C reporting.	All Products
2.	5500 Schedule A or Annual Reconciliation Disclosure reporting (when applicable)	All Products
3.	Contractor's standard Underwriting services: a) benefit design analysis-b) projected cost analysis.	All Products
HIPAA INDIVIDUAL RIGHTS		
Products excluding Health Savings Account		
	Handling of requests from Members for access to, amendment and accounting of protected health information, and requests for restrictions and alternative communications as required under federal HIPAA law and regulations, as set out in this Agreement and the Business Associate Agreement between the parties.	All Products
COST CONTAINMENT		
1.	Delivery of information, as necessary, regarding standard application of non-duplication or coordination of benefits.	All Dental Products
2.	Dental Cost Containment, a network of additional participating PPO providers that provide discounts for which Contractor retains a portion of the savings generated.	All Dental Products
3.	Annual reporting of Contractor's standard cost containment results upon County's request.	All Dental Products
CUSTOMER REPORTING		
1.	Summary reports of dental cost and utilization experience are available through Cigna's web site, CignaAccess.com.	All Dental Products

NETWORK MANAGEMENT SERVICES		
	Contractor, and/or its affiliates or contracted vendors shall:	
1.	Provide or arrange access to the applicable network of Participating Providers to furnish health care services/products to Members at negotiated rates and methods of reimbursement (e.g. fee-for service, fixed per person per period, per diem charges, incentive bonuses, case rates, withholds etc.). In addition, Contractor may contract with Participating Providers and other parties for performance-based incentive payments to promote quality of care, patient safety and cost efficiency;	All Dental Products
2.	Credential and re-credential Participating Providers in accordance with Contractor's credentialing requirements and ensure that third-party network vendors credential/re-credential Participating Providers in accordance with Contractor's requirements;	All Dental Products
3.	Monitor Participating Provider compliance with protocols and procedures for quality, Member satisfaction, and grievance resolution;	All Dental Products
4.	Facilitate the identification of Participating Providers by Members; and	All Dental Products
5.	Dedicated toll-free telephone line for Member and Provider calls to Contractor Service Centers.	All Dental Products

Exhibit C – Claim Audit Agreement (Sample)

- A. WHEREAS, Cigna Health and Life Insurance Company ("Contractor ") desires to cooperate with requests by _____("County") to permit an audit for the purposes set forth below and subject to Section 6 of the Administrative Services Only Agreement between Contractor and County;
- B. WHEREAS, _____("Auditor") has been retained by County for the purpose of performing an audit ("Audit") of claims administered by Contractor;
- C. WHEREAS, the Auditor and the County recognize Contractor's legitimate interests in maintaining the confidentiality of its claim information, protecting its business reputation, avoiding unnecessary disruption of its claim administration, and protecting itself from legal liability; and

NOW THEREFORE, IN CONSIDERATION of the premises and the mutual promises contained herein, Contractor, the County and the Auditor hereby agree as follows:

1. Audit Specifications

The Auditor will specify to Contractor in writing at least forty-five (45) days prior to the commencement of the Audit the following "Audit Specifications":

- a. the name, title and professional qualifications of individual Auditors;
- b. the Claim Office locations, if any, to be audited;
- c. the Audit objectives;
- d. the scope of the Audit (time period, lines of coverage and number of claims);
- e. the process by which claims will be selected for audit;
- f. the records/information required by the Auditor for purposes of the Audit; and
- g. the length of time contemplated as necessary to complete the Audit.

2. Review of Specifications

Contractor will have the right to review the Audit Specifications and to require any changes in, or conditions on, the Audit Specifications which are necessary to protect Contractor's legal and business interests identified in paragraph C above.

3. Access to Information

Contractor will make the records/information called for in the Audit Specifications available to the Auditor at a mutually acceptable time and place.

4. Audit Report

The Auditor will provide Contractor with a true copy of the Audit's findings, as well as the Audit Report, if any, that is submitted to the County. Such copies will be provided to Contractor at the same time that the Audit findings and the Audit Report are submitted to the County.

5. Comment on Audit Report

Contractor reserves the right to provide the Auditor and the County with its comments on the findings and, if applicable, the Audit Report.

6. Confidentiality

The Auditor understands that Contractor is permitting the Auditor to review the claim records/information solely for purposes of the Audit. Accordingly, the Auditor will ensure that all information pertaining to individual claimants will be kept confidential in accordance with all applicable laws and/or regulations. Without limiting the generality of the foregoing, the Auditor specifically agrees to adhere to the following conditions:

- a. The Auditor shall not make photocopies or remove any of the claim records/information without the express written consent of Contractor;
- b. The Auditor agrees that its Audit Report or any other summary prepared in connection with the Audit shall contain no individually identifiable information.

7. Restricted Use of the Audit Information

With respect to persons other than the County, the Auditor will hold and treat information obtained from Contractor during the Audit with the same degree and standard of confidentiality owed by the Auditor to its clients in accordance with all applicable legal and professional standards. The Auditor shall not, without the express written consent of Contractor executed by an officer of Contractor, disclose in any manner whatsoever, the results, conclusions, reports or information of whatever nature which it acquires or prepares in connection with the Audit to any party other than the County except as required by applicable law. The County authorizes Contractor to provide to the designated Auditor the necessary information to perform the audit in a manner consistent with all Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Privacy Standards and in compliance with the signed Business Associate Agreement (“BAA”).

8. Termination

Contractor may terminate this Agreement with prior written notice. The obligations set forth in Sections 4 through 7 shall survive termination of this Agreement.

Cigna Health and Life Insurance Company

By: TO BE SIGNED AT TIME OF AUDIT
Duly Authorized

Print Name: _____

Title: _____

Date: _____

County: _____

By: TO BE SIGNED AT TIME OF AUDIT
Duly Authorized

Print Name: _____

Title: _____

Date: _____

Auditor: _____

By: TO BE SIGNED AT TIME OF AUDIT
Duly Authorized

Print Name: _____

Title: _____

Date: _____

Exhibit D
Business Associate Agreement

The Business Associate Agreement is a separate Agreement and is hereby incorporated by reference.

Exhibit E
Intentionally Omitted

EXHIBIT F

1. INSURANCE:

- a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter shall also include verification from their broker, risk management personnel or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.
- b) Within 10 days of **contract award** and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to CertsOnly-Portland@ebix.com. If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
- c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement.
- d) All policies providing liability coverage(s), other than professional liability, cyber risk liability and workers compensation policies, obtained by the Proposer to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured on a blanket basis.
- e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County within thirty (30) days prior of the renewal date.

Proposer shall also notify the County immediately if Cyber Liability coverage is canceled and not immediately replaced with a substantially similar insurance program. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.

Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed.

- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent publicly available annual report or publicly available audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

- g) Each insurance policy and/or certificate shall include the following terms and/or conditions:
 - (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
 - (5) All policies, where allowable by law and insurer(s), shall be written on a primary, non-contributory basis.
 - (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the Contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.
 - (7) Where allowable by law, Insurance policies, other than Cyber Risk Liability and Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).

- h) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:
 - (1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 100,000.00
Per Employee Disease	\$ 100,000.00
Policy Limit Disease	\$ 500,000.00

- (2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Combined Single Limit Per Occurrence	\$1,000,000.00
Products/Completed Operations Aggregate	\$1,000,000.00
Personal Injury and Advertising Injury	\$1,000,000.00
General Aggregate	\$2,000,000.00

- (3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Proposer does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Proposer can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident	\$1,000,000.00
------------------------------------	----------------

- (4) Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (1), (2), and (3) above:

Limits

Each Occurrence	\$1,000,000.00
General Aggregate	\$2,000,000.00

- (5) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits

Each Occurrence or Claim	\$10,000,000.00
General Aggregate	\$10,000,000.00

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

- (6) Cyber Risk Liability (Network Security/Privacy Liability) Insurance for damages arising out of failure to protect private or confidential information deemed private or confidential by any applicable regulation, law, statute or other legal mandate, with at least minimum limits as follows:

Limits

Each Occurrence	\$10,000,000.00
General Aggregate	\$10,000,000.00

For acceptance of Cyber Risk Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Cyber Risk Liability and other coverage combined.

- (7) Property Insurance Proposer will be responsible for all damage to its own property, equipment and/or materials.