

FOURTH AMENDMENT

This Amendment is between Pinellas County, a political subdivision of the State of Florida ("County" or "Employer"), and Cigna Health and Life Insurance Company (CHLIC) and Evernorth Behavioral Health, Inc., hereinafter referred to as "Contractor," (individually referred to as "Party", collectively "Parties").

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

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

WHEREAS, the Contractor performs administrative services for County's employee welfare benefit plan (the "Plan") pursuant to the Agreement; and

WHEREAS, County's Pinellas County Emergency Medical Service Authority d/b/a Sunstar EMS ("Provider") provides ambulance and health care services to Members of County's Plan ; and

WHEREAS, County has requested, and the Contractor has agreed to administer claims from Provider and reimburse Provider for Advance Life Support (ALS) and Basic Life Support (BLS) Ambulance Services provided to Members of the County's Plan at rates established by County as part of a Client Specific Network ("CSN"); and

WHEREAS, the County and the Contractor now wish to modify the Agreement to include this CSN Arrangement ("CSN Arrangement");

NOW THEREFORE, the Parties agree as follows:

1. Provider will provide the Contractor with rates, demographic information, service codes, and other information that Contractor reasonably requires to adjudicate claims submitted to Contractor by Provider for ambulance and healthcare services provided to Members of County's Plan. Provider will use the following service codes when submitting claims and may submit claims using additional service codes not listed herein: A0425, A0426, A0427, A0428, A0429, A0433, A0434. Contractor shall keep such rates and other information submitted by Provider as County Confidential Information and shall use such rates and information only for the purpose of providing administrative services to County's Plan.
2. Contractor will administer all claims submitted by Provider after January 1, 2022 and reimburse Provider for ambulance and health care services provided to Members of County's Plan that are covered Plan Benefits. Contractor will handle all matters related to such claims in the same manner that Contractor adjudicates and handles claims submitted by providers directly contracted with Contractor. Contractor shall employ its standard claim adjudication policies/ procedures and Cigna Administrative Guidelines in the processing of Provider's claims and the Contractor's interactions with Provider as it relates to administering the CSN Arrangement. However, the requirement for prior authorization for

non-emergency transports shall not be applied for claims submitted by Provider pursuant to this Amendment.

3. If Provider does not participate in the Contractor's contracted networks, it is understood and agreed that this Amendment does not create a participation status for the Provider in any Contractor network and for all intents and purposes the Provider will remain a Contractor nonparticipating provider. As such, Contractor will not credential or otherwise provide oversight of Provider as it relates to the CSN Arrangement.

4. Any cost associated with administration of this CSN Arrangement will be covered through funds allocated by Contractor to the Innovation Fund provided for in the Agreement. These funds will be used by Contractor to cover the cost of the associated Set Up Fee and Annual Maintenance Fees under the CSN Arrangement. If sufficient funds are not available within the Innovation Fund to fund the Set Up Fee and Annual Maintenance Fees, Contractor will notify County and the terms of this Amendment and the CSN Arrangement will terminate on the last day of the then current calendar year without penalty or expense to County.

5. Except as specifically amended herein, all provisions and conditions of the original Agreement and any amendments thereto shall remain in full force and effect.

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

IN WITNESS WHEREOF the Parties herein have executed this Fourth Amendment on the later of the day and year written below.

**Cigna Health and Life Insurance Company
(CHLIC) and
Evernorth Behavioral Health, Inc**

Pinellas County

By: Aimee E. Burnham

By: 

Printed Name: Aimee Burnham

Printed Name: Barry Burton

Title: Contractual Agreement Unit Manager
Duly Authorized

Title: County Administrator

Date: 6/12/2024

Date: June 24, 2024

APPROVED AS TO FORM
By: Marshall Brannon
Office of the County Attorney