AETNA MEDICARE GROUP AGREEMENT

This Group Agreement is by and between Aetna Life Insurance Company ("Aetna") and Pinellas County, a political subdivision of the State of Florida (the "Contract Holder"). This Group Agreement takes effect on January 1, 2022 (the "Effective Date") and remains in force until terminated.

This Group Agreement consists of the combination of the following documents:

- The **Evidence of Coverage** issued to Members in connection with this Group Agreement, including the attached Schedule of Copayments/Coinsurance (the "EOC"). The EOC is issued by Aetna to Members on an annual basis. Upon request, Aetna will provide Contract Holder with the copy of the EOC.
- The most recent **rate exhibits, plan designs, performance guarantees and financial conditions** issued by Aetna to the Contract Holder in connection with the original issuance and renewal of this Group Agreement. These documents are collectively referred to herein as the "Financial Documents".
- This **Group Agreement**, including the attached CMS/Regulatory Requirements Addendum and Description of Services/Allowance Addendum.
- Contract Holder's **Group Application** (the "Group Application").
- Insurance Requirements – Exhibit A
- Any future riders, amendments, inserts or attachments issued pursuant to any of the foregoing documents.

The Group Application, EOC and Financial Documents are collectively referred to as the "Incorporated Documents."

Aetna and Contract Holder agree as follows:

Section 1. <u>COVERAGE</u>

1.1 **<u>Covered Benefits.</u>** The Financial Documents identify the fully-insured Aetna Medicare Plan(s) (the "Plan(s)") offered to the Contract Holder under this Group Agreement for the corresponding time periods and the service area(s) (the "Service Area(s)") where the Plans are offered. Aetna shall provide coverage to Members for all of the health care services and supplies that are covered by the Plan(s) (the "Covered Benefits").

1.2 **<u>Aetna Insurer.</u>** Aetna's Medicare Advantage PPO Plans are offered by Aetna Life Insurance Company.

Section 2. <u>TERM</u>

2.1 **<u>Initial Term</u>**. The term of this Agreement shall commence on January 1, 2022, and shall remain in full force for thirty-six (36) months, or until termination of this Group Agreement, whichever occurs first.

2.2 **<u>Term Extension</u>**. The Parties may extend the term of this Group Agreement for two (2) additional twelve (12) month period(s) pursuant to the same terms, conditions, and pricing set forth in this Group Agreement by mutually executing an amendment to this Group Agreement, as provided herein.

Section 3. PREMIUMS

3.1 **Premiums.** Aetna will charge the Contract Holder a monthly premium (the "Premium") determined by Aetna based on the Premium in effect on the Premium Due Date, as stated in the Financial Documents. In all cases, the "Premium Due Date" shall be the Effective Date and the 1st day of each succeeding calendar month. The Contract Holder shall pay all Premium to Aetna on or before each Premium Due Date.

Membership as of each Premium Due Date will be determined by Aetna in accordance with Aetna's Member records. Aetna may change the rates for the Premium and the Covered Benefits at the beginning of any subsequent term. The applicable Financial Document may identify certain circumstances when Aetna may change the rates for the Premium during the Initial Term.

A Premium payment check does not constitute payment until it is honored by a bank. Aetna may return a check issued against insufficient funds without making a second deposit attempt.

Aetna may accept a partial payment of Premium without waiving the right to collect the entire amount due. If the Group Agreement terminates for any reason, the Contract Holder will continue to be held liable for all Premiums due and unpaid before the termination.

3.2 **Membership Adjustments.** Aetna may make retroactive additions of Members at its discretion based upon Aetna's eligibility and enrollment guidelines consistent with all Mandates. Such additions are subject to the payment of all applicable Premiums.

Aetna may also make retroactive adjustments to the Contract Holder's billings for the termination of Members, but only for a maximum of 1 billing periods.

SECTION 4 ENROLLMENT/DISENROLLMENT

4.1 **Enrollment.** The Contract Holder shall offer enrollment in the Plan(s) in compliance with all applicable Mandates as follows:

- At least once during the Term, the Contract Holder shall hold an open enrollment period ("Open Enrollment Period") when all eligible individuals may enroll in the Plan(s). The Open Enrollment Period shall be held at the same time as the open enrollment period for all other group health benefit plans being offered by the Contract Holder to retirees.
- The Contract Holder shall also enable all eligible individuals to enroll in the Plan(s) within 31 days of becoming eligible to receive coverage under the Plan(s).

All eligible retirees not enrolled in the Plan(s) within 31 days of becoming eligible will not be eligible to enroll in any subsequent Open Enrollment Period. If retiree cancels coverage, they will not be eligible to re-enroll. Any dependents of enrolled member who do not enroll within 31 days of becoming eligible may enroll during any subsequent OEP, as long as the retiree remains enrolled. The surviving spouse of a retiree is treated as a retiree but can only enroll in what they had when retiree passed away. They cannot elect anything they did not have before the retiree passed away. An active employee's spouse

can enroll as a retiree if the active employee passes away and the surviving spouse meets eligibility requirements.

4.2 **Eligibility.** The Contract Holder shall not change the Open Enrollment Period or any other eligibility requirements of the Plan(s) unless Aetna agrees to the change in writing.

4.3 **Enrollment/Disenrollment Processing.** The Parties shall agree in advance who shall bear responsibility for enrollment and disenrollment transactions. The Party bearing responsibility for enrollment/disenrollment transactions shall perform the function in accordance with all applicable Mandates, including Mandates relating to timeframes for processing and submission of such transactions. All of the enrollment and disenrollment requirements described in this Group Agreement also apply to any third party administrator retained by the Contract Holder to accept enrollment/disenrollment requests on its behalf.

Aetna will not be liable to Members for the fulfillment of any obligation before Aetna receives enrollment and eligibility information for the Member in a form satisfactory to Aetna. The Contract Holder must notify Aetna of the date in which a Member's eligibility ceases for the purpose of termination of coverage under this Group Agreement.

SECTION 5 TERMINATION

5.1 **Aetna Default Provisions and Remedies of Contract Holder**. The Group Agreement may be terminated by Contract Holder as follows:

- **Events of Default**. Any of the following shall constitute a "Aetna Event of Default" hereunder: (i) Aetna fails to maintain the staffing necessary to perform the services as required in this Group Agreement ("Services"), fails to perform the Services as specified in this Group Agreement, or fails to complete the Services within the completion dates as specified in this Group Agreement; (ii) Aetna breaches Section 9.21 (Confidential Information); or (iii) Aetna fails to perform or observe any of the other material provisions of this Group Agreement.

- **Cure Provisions**. Upon the occurrence of an Aetna Event of Default as set out above, the Contract Holder shall provide written notice of such Aetna Event of Default to Aetna ("Notice to Cure"), and Aetna shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Aetna Event of Default described in the written notice.

- **Termination for Cause by the Contract Holder**. In the event that Aetna fails to cure an Aetna Event of Default as authorized herein, or upon the occurrence of an Aetna Event of Default as specified in Section 5.1, Events of Default, the Contract Holder may terminate this Group Agreement in whole or in part, by providing 30 days' written notice prior to the effective date of the termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contract Holder.

- **Termination for Convenience**. Notwithstanding any other provision herein, the Contract Holder may terminate this Group Agreement, without cause, by giving thirty (30) days advance written notice to Aetna of its election to terminate this Group Agreement pursuant to this provision.

- **County's Funding** - In the event that sufficient budgeted funds are not available for a new fiscal period, the County will notify the Contractor of such occurrence and the Agreement will terminate on the last day of the then current fiscal period without penalty or expense to the County.

A. Contract Holder Default Provisions and Remedies of Aetna.

- **Events of Default**. Any of the following shall constitute a "Contract Holder Event of Default" hereunder: (i) the Contract Holder fails to make timely undisputed payments as described in this Group Agreement; (ii) the Contract Holder breaches Section 9.21 (Confidential Information); or (iii) the Contract Holder fails to perform any of the other material provisions of this Group Agreement.

- **Cure Provisions**. Upon the occurrence of a Contract Holder vent of Default as set out above, Aetna shall provide written notice of such Contract Holder Event of Default to the Contract Holder ("Notice to Cure"), and the Contract Holder shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contract Holder Event of Default described in the written notice.

- **Termination for Cause by Aetna**. In the event the Contract Holder fails to cure a Contract Holder Event of Default as authorized herein, Aetna may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Aetna.

B. Additional Aetna Termination Rights. This Group Agreement may also be terminated by Aetna as follows:

- Effective upon any anniversary of the Effective Date if Aetna will no longer offer any of the products most recently offered to Contract Holder in any Service Areas covered under this Group Agreement, because: (1) CMS terminates or otherwise non-renews the Aetna's CMS Contract, or (2) Aetna terminates its CMS Contract or reduce the Service Areas referenced in Aetna's CMS Contract;

- Upon 90 days' written notice to the Contract Holder if the Contract Holder (i) fails to meet Aetna's contribution or participation requirements applicable to this Group Agreement as set forth in the applicable Financial Document; (ii) changes its eligibility or participation requirements without Aetna's consent; or

- This Group Agreement may also be terminated in part as to a particular Plan within one or more Service Areas by Aetna upon any anniversary of the Effective Date if Aetna will no longer offer that Plan in any Service Areas covered under this Group Agreement because (1) CMS terminates or otherwise non-renews the applicable Aetna CMS Contract, (2) Aetna terminates the applicable CMS Contract or reduce the Service Areas referenced in the applicable CMS Contract, or (3) Aetna or Contract Holder cease to

meet any Mandates applicable to offering the Plan(s), including the Service Area Extension Mandates described in the CMS/Regulatory Compliance Addendum, if applicable.

5.2 **Effect of Termination.** No termination of this Group Agreement will relieve Aetna or the Contract Holder from any obligation incurred under this Group Agreement before the date of termination. When terminated, this Group Agreement and all coverage provided hereunder will end at 12:00 midnight on the effective date of termination. In the event of termination for any reason, Members must continue to pay all Member Premiums due and unpaid before the effective date of the termination and the Contract Holder must continue to pay all Contract Holder Premiums due and unpaid before the termination, including Member Premiums and Contract Holder Premiums due during the applicable Member or Contract Holder Grace Period. Members also remain responsible for Member cost sharing and other required contributions during the Member Grace Period.

Section 6. PRIVACY AND SECURITY OF INFORMATION

6.1 **Compliance with Privacy and Security Laws.** Aetna and the Contract Holder shall each abide by all Mandates regarding the confidentiality and the safeguarding of individually identifiable health and other personal information, including the privacy and security requirements of HIPAA.

6.2 **Disclosure of Protected Health Information**. If Contract Holder determines that it needs protected health plan information ("PHI"), as defined in HIPAA, in connection with administration of the Plan, any such request shall be in accordance with 45 C.F.R. § 164.504(f) and other applicable Mandates.

Section 7. INDEPENDENT CONTRACTOR RELATIONSHIPS

7.1 **Relationship Between the Parties.** The relationship between the Parties is a contractual relationship between independent contractors. Neither Party is an agent or employee of the other in performing its obligations pursuant to this Group Agreement.

7.2 **Relationship Between Aetna and Network Providers.** The relationship between Aetna and providers contracted with Aetna to participate in the Plan(s)' provider network ("Network Providers") is a contractual relationship among independent contractors. Network Providers are not agents or employees of Aetna nor is Aetna an agent or employee of any Network Provider.

Network Providers are solely responsible for any health services rendered to their patients. Aetna makes no express or implied warranties or representations concerning the qualifications, continued participation, or quality of services of any Network Provider. A Network Provider's participation in the provider network for the Plan(s) may be terminated at any time without advance notice to the Contract Holder or Members, subject to Mandates. Network Providers provide health care diagnosis, treatment and services for Members. Aetna administers and determines Plan benefits.

Section 8. DEFINITIONS

8.1 "CMS" means the Centers for Medicare and Medicaid Services.

8.2 "CMS Contract" means the contract between Aetna and CMS under which Aetna offers the Plan(s) in the applicable time period.

8.3 "EOC" means the Evidence of Coverage, which is a document issued pursuant to this Group Agreement that outlines coverage for Members under the Plan(s). The EOC includes the Schedule of Copayments/Coinsurance and any riders or amendments.

8.4 "ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

8.5 "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended, and the regulations promulgated thereunder.

8.6 "Mandates" means applicable laws, regulations and government requirements in effect during the Term of this Group Agreement including, without limitation, applicable Medicare laws, regulations and CMS requirements (including CMS manuals, memo guidance and other directives).

8.7 "Member" is a Medicare beneficiary who: (1) has enrolled in the Plan(s) and whose enrollment in the Plan(s) has been confirmed by CMS, and (2) is eligible to receive coverage under the Plan(s), subject to the terms and conditions of this Group Agreement and the EOC.

8.8 "Party, Parties" means Aetna and the Contract Holder.

8.8 "Term" means the Initial Term or any Subsequent or Extension Term.

Section 9 <u>MISCELLANEOUS</u>

9.1 **<u>Delegation and Subcontracting.</u>** Aetna may delegate functions and services under this Group Agreement to third party vendors (i.e., pharmacy, behavioral health vendors). Aetna's arrangements with third party vendors are subject to change in accordance with Mandates. Aetna shall be responsible for its third party vendors, including their compliance with Mandates and other legal requirements in the same manner as if Aetna performed the third party vendor's services itself.

9.2 **<u>Disease Management and Care Management Programs.</u>** From time to time, Aetna may offer programs that are designed to improve quality of care, ensure access to Covered Benefits or coordinate care delivered to Members under the Plan(s) ("Disease and Care Management Programs"). Aetna will administer Disease and Care Management Programs consistent with any applicable Mandates. The Contract Holder acknowledges that Aetna may alter or discontinue the Disease and Care Management Program offered to Members at any time, consistent with all Mandates.

9.3 **<u>Claim Determinations and Administration of Covered Benefits.</u>** Aetna is a fiduciary for the purpose of Section 503 of Title 1 of ERISA. Aetna has complete authority to determine whether and to what extent eligible individuals and beneficiaries are entitled to coverage and to construe any disputed or doubtful terms under this Group Agreement. Aetna shall be deemed to have properly exercised such authority unless it abuses its discretion by acting arbitrarily and capriciously. Aetna's review of claims may include the use of commercial software and other tools to take into account factors such as an individual's claims history, a provider's billing patterns, complexity of the service or treatment, amount of time and degree of skill needed and the manner of billing.

9.4 **Incontestability.** Except as to a fraudulent misstatement, or issues concerning Premiums due:

1. No statement made by the Contract Holder or any Member shall be the basis for voiding coverage or denying coverage or be used in defense of a claim unless it is in writing.
2. No statement made by Contract Holder shall be the basis for voiding this Group Agreement after it has been in force for two years from the Effective Date.

9.5 **Non-Discrimination.** The Contract Holder shall not encourage or discourage enrollment in the Plan(s) based on health status or health risk and shall follow all applicable Mandates on non-discrimination.

9.6 **Compliance with Mandates; Amendment to Comply with Mandates.** Aetna and the Contract Holder shall comply with all Mandates applicable to the performance of their respective obligations under this Group Agreement. The Contract Holder shall comply with the applicable provisions of the CMS/Regulatory Addendum, which is designed to ensure Contract Holder's and Aetna's compliance with specific Mandates.

9.7 **Force Majeure.** If due to circumstances not within Aetna's reasonable control, including but not limited to major disaster, epidemic, complete or partial destruction of facilities, riot, civil insurrection, disability of a significant part of Aetna's Network Providers or entities with whom Aetna has contracted for services under this Group Agreement, or similar causes, the provision of medical or hospital benefits or other services provided under this Group Agreement is delayed or rendered impractical, Aetna shall not have any liability or obligation on account of such delay or failure to provide services, except to refund the amount of the unearned prepaid Premiums held by Aetna on the date such event occurs. Aetna is required only to make a good-faith effort to provide or arrange for the provision of services, taking into account the impact of the event.

9.8 **Use of the Aetna Name and all Symbols, Trademarks, and Service Marks.** The parties each control the use of its name and all symbols, trademarks, and service marks presently existing or subsequently established. The parties shall not use any of them in advertising or promotional materials or in any other way without the other party's prior written consent. The parties shall stop any and all use immediately upon Aetna's request or upon termination of this Group Agreement.

9.9 **Coordination of Benefits.** This Section 9.9 applies solely if the Contract Holder is a Member's former employer and the Member sustains a work related injury before he or she leaves employment, regardless of when symptoms become evident. In such event, the Contract Holder shall exercise good faith to protect Aetna's interests in any workers' compensation claims or settlements with any Member by informing Aetna of any active workers' compensation cases that are known about which have occurred as a result of the work related injury that is compensable or settled in any manner.

9.10 **Clerical Errors.** Clerical errors or delays by Aetna in keeping or reporting data relative to coverage will not reduce or invalidate a Member's coverage. Upon discovery of an error or delay, an adjustment of Premiums shall be made. Aetna may also modify or replace a Group Agreement, EOC or other document issued in error.

9.11 **Misstatements.** If any fact as to the Contract Holder or a Member is found to have been misstated, an equitable adjustment of Premiums may be made. If the misstatement affects the existence or amount of coverage, the true facts will be used in determining whether coverage is or remains in force and its amount.

9.12 **Severability**. The terms and conditions of this Group Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Group Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Group Agreement impossible to perform.

9.13 **Applicable Law and Venue.** This Group Agreement shall be governed by and construed in accordance with applicable federal laws and the applicable law, if any, of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Group Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

9.14 **Waiver.** No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Group Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

9.15 **No Third Party Beneficiary**. The Parties hereto acknowledge and agree that there are no third party beneficiaries to this Group Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Group Agreement or as third party beneficiaries hereto.

9.16 **Entire Agreement**. This Group Agreement constitutes the entire Group Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

9.17 **Amendment**. This Group Agreement may be amended by mutual written agreement of the Parties hereto. In addition, this Group Agreement shall be deemed to be automatically amended to conform with all Mandates promulgated at any time by any state or federal regulatory agency or authority having supervisory authority over Aetna.

9.18 **Notices**. All notices, authorizations, and requests in connection with this Group Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (iii) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:	For Contractor:
Attn: Kimberly Crum, Director of Human Resources Pinellas County Human Resources 400 South Fort Harrison Avenue Clearwater, FL 33756	Attn: Mr. Mark Sternat – Director Aetna Life Insurance Company 151 Farmington Avenue Hartford, CT 06156

with a copy to:

Merry Celeste
Purchasing Division Director
Pinellas County Purchasing Department
400 South Fort Harrison Avenue
Clearwater, FL 33756

9.19 **Insurance Requirements.** Contractor will maintain, throughout the term of this Agreement, insurance requirements in the amounts and coverages listed in Exhibit A.

9.20 **Assignment.** This Group Agreement, and all rights or obligations hereunder, may be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of Aetna, or any other assignment, transfer, or delegation of rights or obligations, with thirty (30) days' written notice to the Contract Holder. In the event the Contract Holder does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the Contract Holder may electto terminate this Group Agreement by providing written notice of its election to terminate pursuant to this provision upon thirty (30) days' notice to Aetna.

9.21 **Confidential Information**. The term "Confidential Information" includes only those items made confidential and exempt from disclosure under Florida or Federal Law.

- **Confidentiality Obligations**. Aetna and Contract Holder shall not disclose or make use of any Confidential Information except as permitted under this Group Agreement without the prior written consent of the non-disclosing party, which consent may be conditioned upon the execution of a confidentiality agreement. Each Party may disclose Confidential Information of the other Party only to its employees, agents, consultants, or authorized representatives who have a need to know the Confidential Information in order to accomplish the purpose of this Group Agreement and who (A) have been informed of the confidential and proprietary nature of the Confidential Information, and (B) with respect to agents, consultants or authorized representatives, have agreed in writing not to disclose it to others and to treat it in accordance with the requirements of this Section. Aetna or Contract Holder, as applicable, shall be responsible to the other Party for any breach of this Agreement by its respective employees, agents, consultants, or authorized representatives.
- **Permitted Disclosure of Confidential Information**. The foregoing shall not apply to such Confidential Information to the extent: (A) Disclosure is required under Fla. Stat. Ch. 119 or

similar law; (B) the information is or becomes generally available or known to the public through no fault of the receiving party; (C) the information was already known by or available to the receiving party prior to the disclosure by the other party on a non-confidential basis; (D) the information is subsequently disclosed to the receiving party by a third party who is not under any obligation of confidentiality to the disclosing party; (E) the information has already been or is hereafter independently acquired or developed by the receiving party without violating any confidentiality agreement or other similar obligation; or (F) the information is required to be disclosed pursuant to a non-appealable court order. Except in accordance with the requirements of this Section 9.21, neither Party nor its employees, agents, consultants, or authorized representatives may disclose, or permit to be disclosed, Confidential Information of the other Party as an expert witness in any proceeding, or in response to a request for information by oral questions, interrogatories, document requests, subpoena, civil investigative demand, formal or informal investigation by any government agency, judicial process or otherwise. If either Party, or any of its respective employees, agents, consultants, or authorized representatives, is requested to disclose the Confidential Information of the other Party for any of the reasons described in the preceding sentence such Party shall make a good faith effort to provide prompt prior written notice to the other Party to allow the other Party to seek an appropriate protective order or modification of any requested disclosure. The receiving party agrees to cooperate with the disclosing party in any action by the disclosing party to obtain a protective order or other appropriate remedy. If the receiving party is ultimately legally compelled to disclose such Confidential Information, the receiving party shall disclose the minimum required pursuant to the court order or other legal compulsion.

- **Remedies**. Any unauthorized disclosure or use of Confidential Information would cause Aetna or Contract Holder immediate and irreparable injury or loss that may not be adequately compensated with money damages. Accordingly, if either Party fails to comply with this Section 9.21, the other Party will be entitled to specific performance including immediate issuance of a temporary restraining order or preliminary injunction enforcing this Group Agreement to the extent allowed by law.

Signed as of the Effective Date.

AETNA LIFE INSURANCE COMPANY

By: Richard A. Frommeyer

Name: Richard A. Frommeyer

Title: Vice President

PINELLAS COUNTY

By: Dave Eggers

Name: Dave Eggers

Title: Chair, Board of County Commissioners

ATTEST: KEN BURKE, CLERK
By: ______
Deputy Clerk

APPROVED AS TO FORM

By: *Carole Sanzeri*
Office of the County Attorney

CMS/REGULATORY REQUIREMENTS ADDENDUM

The following provisions describe critical regulatory requirements that apply to all plan sponsors offering Aetna group Medicare plans, and they are included in this Group Agreement to ensure Aetna and Contract Holder's compliance with Mandates.

Section 1.0 CMS Uniform Premium Requirements.

1.1 **Medicare Advantage – Premium Requirements**. This Section 1.1 applies only if Aetna is offering a Medicare Advantage PPO Plan to Members, and Contract Holder and Members are paying any portion of the Premium for the Medicare Advantage benefit ("MA Premium").

Contract Holder will comply with the following conditions with respect to any subsidization of MA Premium and any required MA Premium contribution by the Member:

- Contract Holder may subsidize different amounts of MA Premium for different classes of Members and their dependents, provided such classes are reasonable and based on objective business criteria, such as years of service, date of retirement, business location, job category, and nature of compensation (e.g., salaried vs. hourly).
- MA Premium contribution levels cannot vary for Members within a given class.
- Direct subsidy payments from CMS to Aetna must be passed through to reduce the amount of any required MA Premium payment by the Member.

1.2 **Part D – Premium and Low Income Subsidy Requirements**. This Section 1.2 applies only if Aetna is offering an Aetna Medicare Rx Plan or a Medicare Advantage PPO plan with Medicare prescription drug plan benefits to Members.

Contract Holder will comply with the following conditions with respect to any subsidization of that portion of Premiums paid by Contract Holder for the Medicare Prescription Drug benefit ("PD Premium") and any required PD Premium contribution by the Member:

- Contract Holder may subsidize different amounts of PD Premium for different classes of Members and their dependents, provided such classes are reasonable and based on objective business criteria, such as years of service, date of retirement, business location, job category, and nature of compensation (e.g., salaried vs. hourly). Classes of Members and their dependents cannot be based on eligibility for the Low Income Subsidy ("LIS").
- PD Premium contribution levels cannot vary for Members within a given class.
- Direct subsidy payments from CMS to Aetna must be passed through to reduce the amount of any required PD Premium payment by the Member ("Member Contribution") so the Member in no event shall be required to pay more than the sum of: a) the standard Medicare Part D premium, net of the direct subsidy payment from CMS, and b) one hundred percent (100%) for any supplemental coverage selected by the Member.

Contract Holder and Aetna shall comply with the following conditions with respect to any LIS payment received from CMS for any LIS-eligible Member:

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- Any monthly LIS payment received from CMS for an LIS-eligible Member shall be used to reduce any Member Contribution. Any remainder may then be used to reduce the amount of the Contract Holder's PD Premium contribution. However, if the sum of the Member Contribution and Contract Holder's PD Premium is less than the LIS payment, any portion of the LIS payment will be returned to CMS by Aetna.
- If the LIS payment for any LIS-eligible Member is less than the Member Contribution required by such individual (including the Member Contribution for supplemental benefits, if any), Contract Holder shall communicate with the LIS-eligible Member about the cost of remaining enrolled in Contract Holder's Plan versus obtaining coverage as an individual under another Medicare Part D Prescription Drug plan.
- In the event that the LIS-eligible Member is due a refund of the LIS payment (i.e., there was no upfront reduction of the PD Premium by the LIS amount), such refund shall be completed by Aetna, as applicable, within 45 days of the date Aetna receives the LIS payment for that Member from CMS.

Section 2.0 Records.

2.1 **Maintenance of Information & Records**. Contract Holder agrees to maintain Information and Records (as those terms are defined in Section 2.2 below) in a current, detailed, organized and comprehensive manner and in accordance with Mandates, and to maintain such Information and Records for the longer of: (i) a period of ten (10) years from the end of the final contract period for the Plan(s), (ii) the date the U.S. Department of Health and Human Services, the Comptroller General or their designees complete an audit, or (iii) the period required by Mandates.

2.2 **Access to Information and Records**. Contract Holder will provide Aetna and federal, state and local governmental authorities having jurisdiction, directly or through their designated agents (collectively "Government Officials"), upon legally enforceable request, access to all books, records and other papers, documents, materials and other information (including, but not limited to, contracts and financial records), whether in paper or electronic format, relating to the arrangement described in this Group Agreement ('Information and Records"). Contract Holder agrees to provide Aetna and Government Officials with access to Information and Records for as long as it is maintained as provided in Section 2.1 above. Access to Information and Records will be provided within a reasonable period of time and in no event later than the date required by an applicable law or regulatory authority.

2.3 **Survival**. The preceding provisions of this Section 2.0 shall survive termination of this Group Agreement regardless of the cause of termination.

Section 3.0 Medicare Secondary Payer Requirements.

3.1 **Generally**. Aetna and Contract Holder agree to comply with all Medicare Secondary Payer ("MSP") Mandates that apply to Contract Holder, the Plan and Aetna ("MSP Requirements").

3.2 **MSP Requirements Applicable to Medicare Beneficiaries Diagnosed with End Stage Renal Disease ("ESRD")**. Aetna and Contract Holder agree to comply with all MSP Requirements applicable to Contract Holder's active employees and retirees and their dependents who are Medicare beneficiaries

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diagnosed with ESRD ("ESRD Beneficiaries" or "ESRD Beneficiary"), including, without limitation, those MSP Requirements set forth in 42 U.S.C. § 1395y (b)(1)(C), 42 C.F.R. §§ 411.102(a), 411.161, and 411.162 and 42 C.F.R. §§ 422.106 and 422.108 ("ESRD MSP Requirements").

3.3 Contract Holder acknowledges and agrees that if an ESRD Beneficiary is eligible for or entitled to Medicare based on ESRD, the MSP Requirements require the commercial group health plan offered by Contract Holder ("GHP") to be the primary payer for the first 30 months of the ESRD Beneficiary's Medicare eligibility or entitlement ("30-month coordination period"), regardless of the number of employees employed by Contract Holder and regardless of whether the ESRD Beneficiary is a current employee or retiree.

3.4 To ensure Aetna's and Contract Holder's compliance with ESRD MSP Requirements, Contract Holder agrees to confirm to Aetna whether ESRD Beneficiaries are in their 30-month coordination period, and not seek to enroll ESRD Beneficiaries in the Plan(s) during their 30-month coordination period unless coverage under the GHP is maintained for such ESRD Beneficiaries for that period. If Contract Holder seeks to enroll an ESRD Beneficiary in a Plan, Contract Holder agrees to provide Aetna, upon request, with information or documentation to verify compliance with ESRD MSP Requirements, including any MSP reporting or other requirements established by CMS.

Section 4.0 Office of Foreign Asset Control. If coverage provided by the Group Agreement violates or will violate any economic or trade sanctions, the coverage is immediately considered invalid. For example, Aetna cannot make payments for health care or other claims or services if it violates a financial sanction regulation. This includes sanctions related to a blocked person or a country under sanction by the United States, unless permitted under a written Office of Foreign Asset Control (OFAC) license.

Section 5.0 CMS Enrollment & Disenrollment Requirements.

5.1 To the extent that Contract Holder directly accepts enrollment and/or disenrollment requests from potential Members or Members that Contract Holder forwards to Aetna for processing and submission to CMS, Contract Holder will comply with all Mandates that relate to the handling and processing of enrollment and disenrollment requests that apply to the Plan(s). A Member's signature on an enrollment/disenrollment form must be dated prior to the requested enrollment/disenrollment effective date.

If requesting retroactive enrollment or disenrollment, Contract Holder will forward enrollment and disenrollment forms completed by potential Members or Members to Aetna no later than 90 days after the Member's enrollment or termination effective date. If there is a delay between the time a Member submits an enrollment/disenrollment request to Contract Holder and when the enrollment/disenrollment request is received by Aetna, the enrollment/disenrollment transaction may not be processed by CMS, unless Aetna requests and CMS approves a retroactive enrollment/disenrollment transaction for the Member. Aetna will determine whether to submit retroactive enrollment and disenrollment transaction requests to CMS, and will make such determinations in accordance with Mandates.

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All Members must be notified that they will be enrolled in a Plan. CMS requires that this notice be provided by Aetna or Contract Holder not less than 21 calendar days prior to the effective date of the Member's enrollment in the Plan to allow Members the opportunity to evaluate other available health plan options.

5.2 The effective date of enrollments and disenrollments in the Plan(s) cannot be earlier than the date the enrollment or disenrollment request was completed by a Member. If approved by CMS, the effective date of an enrollment or disenrollment may be retroactive up to, but may not exceed, 90 days from the date that Aetna received the enrollment or disenrollment request from the Contract Holder, and the enrollment or disenrollment form must be completed and signed by the Member prior to the requested enrollment or disenrollment effective date.

5.3 CMS does not permit retroactive termination of a Member's coverage under the Plan(s) if the Member no longer meets Contract Holder's eligibility criteria to remain enrolled in the Plan(s). To meet this CMS requirement, Contract Holder will provide Aetna with advanced written notice if Contract Holder chooses to terminate a Member's coverage under the Plan based on loss of eligibility, and Contract Holder acknowledges that the Member's prospective coverage termination effective date will be determined in accordance with Mandates.

5.4 If Contract Holder elects to change Plan coverage offered to Members or to terminate a Member's coverage under the Plan(s), Contract Holder must provide written notice to such Member(s) at least 21 calendar days prior to the effective date of the change in the Member's coverage or disenrollment from the Plan(s), as applicable. This written notice must include a description of how the Member can contact Medicare to obtain information regarding other Medicare Advantage or Medicare Part D plan options that may be available to the Member. Aetna will assist Contract Holder with developing appropriate notices.

5.5 Aetna reserves the right to notify Members of the involuntary termination of their coverage under this Group Agreement for any reason.

5.6 If eligible individuals are to be enrolled and/or disenrolled in the Plan(s) electronically, the electronic forms used for this process must be approved by CMS for use by the Plan(s) and conform to all Mandates applicable to format, data fields and other required information. Aetna will work with Contract Holder to develop appropriate electronic forms.

5.7 Electronic enrollments and disenrollments will be deemed effective on the first day of the month requested, subject to compliance with any applicable Mandates.

5.8 Contract Holder will produce, at Aetna's request, the original copy of any enrollment or disenrollment form or record received by Contract Holder.

5.9 Contract Holder shall limit enrollment in the Plans to retirees who are Medicare eligible individuals and are receiving Employment-Based Retiree Coverage under a Group Health Plan sponsored by Contract Holder. Employment-Based Retiree Coverage means coverage of health care costs under a Group Health

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Plan based on an individual's status as a retired participant in the plan, or as the spouse or dependent of a retired participant. A Group Health Plan means a plan defined in Section 607(1) of ERISA or any other plan described in 42 C.F.R. § 422.106(d).

Section 6.0 Notices to Members.

6.1 **Notice re Changes.** Contract Holder will provide Members with written notice describing any changes made to premiums, benefits or other terms of the Plan(s) as required under Mandates. If Contract Holder does not distribute notices as required under this Section 6.0 Aetna may, at its discretion, distribute such notices to Members.

6.2 **Notice re Termination of Coverage**. Contract Holder will notify Members of the termination of the Plan(s) in compliance with Mandates. However, Aetna reserves the right to notify Members of termination or suspension of the Plan(s) for any reason. Contract Holder will provide written notice to Members of their rights upon termination of coverage as required under Mandates.

6.3 **Member Plan Materials.** The Contract Holder shall cause any Member Plan materials that have not been approved by CMS to comply with ERISA or, in the case of a non-ERISA Plan, any applicable alternative regulatory disclosure requirements.

6.4 **Plan Reporting and Disclosure Requirements.** The Contract Holder agrees that it is responsible for any and all Plan reporting and disclosure requirements imposed by ERISA and other applicable law, including updating the Summary of Benefits and Coverage (SBC) or Summary Plan Description (SPD) and other Plan documents and issuing any necessary summaries of material modifications to reflect any changes in benefits.

Section 7.0 Service Area Extension & Network Adequacy for Plan. This Section 7.0 only applies if Aetna is offering a Medicare Advantage PPO Plan to Members who reside in an Extended Service Area (as defined below).

To enable employers/unions to offer group Medicare Advantage ("MA") plans to all of their Medicare-eligible retirees/dependents wherever they reside, CMS has established a waiver of service area requirements ("Waiver") for organizations that are approved by CMS to offer MA plans ("MAOs"). Under this Waiver, MAOs offering a group MA plan in a given Service Area, can extend coverage to an employer/union sponsor's Medicare-eligible retirees/dependents residing outside of that Service Area, even if the MAO does not offer a provider network for the group MA plan ("Provider Network") that meets CMS network adequacy requirements in that Service Area ("Extended Service Area").

Aetna and Contract Holder agree that Aetna will use this Waiver to offer the Medicare Advantage PPO Plan to Members who reside in an Extended Service Area ("MA PPO Plan"). The Parties acknowledge that Aetna must meet certain CMS requirements to offer the MA PPO Plan in an Extended Service Area, and these requirements include, but are not limited to, the following:

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(1) at least 51% of retirees/dependents who are currently enrolled in Aetna MA PPO plans offered by Contract Holder must be enrolled in an Aetna MA PPO plan that offers a Provider Network that meets CMS network adequacy requirements, and

(2) all Members who reside in an Extended Service Area must receive the same Covered Benefits at the preferred in-network cost-sharing for all Covered Benefits.

The Parties agree to comply with all Mandates that apply to use of this Waiver. Further, Contract Holder acknowledges and agrees that:

(1) Members who reside in an Extended Service Area do not have access to a Provider Network that meets CMS network adequacy requirements, and

(2) health care providers and suppliers that are not contracted with Aetna to participate in the Provider Network are not required to accept the Plan and furnish Covered Benefits to Members who reside inside or outside of an Extended Service Area, except as required under Mandates. Failure to meet CMS requirements of this Waiver may result in termination of the MA PPO Plan in Extended Service Areas.

Section 8.0 **Retiree-Only Plan.** Contract Holder represents that actively working employees and their dependents are not permitted to enroll in the Plan(s) and that by offering the Plan(s) it intends to create and maintain a retiree plan that is separate from its active plan.

Section 9.0 **Public Records Acts.** The Parties acknowledge that Contract Holder is a public entity and subject to state laws governing disclosure of public records. Aetna acknowledges that information and data it managesas part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Aetna 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 its contracts with CMS for the Plan. Notwithstanding any other provision of this Group Agreement relating to compensation, the Aetna agrees to charge the Contract Holder, and/or any third partiesrequesting 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 Aetna has questions regarding the application of Chapter 119, Florida Statutes, to the Aetna's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing and Risk Management Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org , Pinellas County Government, Purchasing and Risk Management Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

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Description of Services/Allowances Addendum

The following is a description of services and allowances that Aetna will provide for the Plan under the Services Agreement:

The following allowances will be provided:

- Implementation/Communication Allowance: $25,000
- Wellness Allowance: $5,000
- Performance Guarantees: 1% of supplemental premium at risk
- Three-year Rate Guarantee (2022-2024)
- MAPD Prospective Target Medical and RX Cost Ratio Guarantee (2025-2028)

The following programs and services will be provided, in addition to plan features. Note: Some programs/benefits may vary based on plan option:

- Conduct Open Enrollment retiree meetings annually and/or upon request
- Create and execute fulfillment for Open Enrollment communications
- Quarterly and Annual reporting or as needed
- Detailed renewal data including rate development methodology and reporting
- Customer Service support
- Continuity of care support for transition
- Monthly billing
- Transportation Services: 24 trips within 60 miles per trip
- SilverSneakers
- Resources for Living
- Readmission Avoidance Program
- Complex Care Management
- Aetna Compassionate Care Program
- Proactive Discharge Planning
- Enhanced Discharge Planning
- Fall Prevention Program
- Health home visits
- Meals: 14 meals following inpatient stay
- Teladoc
- Telehealth
- Routine Podiatry: $10 or $15; 6 visits per year (varies based on plan option)
- Hearing aid reimbursement: up to $1,000 every 36 months (varies based on plan option)
- Vision eyewear reimbursement: $200 every 24 months (applies to specific plan options)

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EXHIBIT A - INSURANCE REQUIREMENTS

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	$ 500,000
Per Employee Disease	$ 500,000
Policy Limit Disease	$ 500,000

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

Limits

Per Occurrence Products/Completed Operations AggregatePersonal Injury and Advertising Injury General Aggregate

$ 1,000,000
$ 2,000,000
$ 1,000,000
$ 2,000,000

(3) 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	$ 5,000,000
General Aggregate	$ 5,000,000

EXHIBIT A - INSURANCE REQUIREMENTS

(4) Cyber Risk Liability (Network Security/Privacy Liability) Insurance including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

Limits

Per claim	$ 5,000,000
General Aggregate	$ 5,000,000

(5) Crime/Fidelity/Financial Institution Insurance coverage shall include Clients' Property endorsement similar or equivalent to ISO form CR 04 01, with at least minimum limits as follows:

Limits

Each Occurrence	$ 5,000,000
General Aggregate	$ 5,000,000

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