SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made as of this first day of January 1, 2022 ("Effective Date"), by and between Pinellas County, a political subdivision of the State of Florida ("County"), and Cigna Health and Life Insurance Company, Hartford, CT and its affiliates ("Contractor") (individually, "Party," collectively, "Parties").

W I T N E S S E T H:

WHEREAS, the County requested proposals pursuant to 21-0179-P(LN) "RFP" for Dental Benefits – Personnel Services And

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Definitions.

"**Agreement**" means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.

"Applicable Law" means the state, federal and/or international law and/or regulation that apply to a Party or the Plan.

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

"**County Confidential Information**" means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, but not limited to, data or information referenced in HIPAA/HITECH, and any other information designated in writing by the County as County Confidential Information.

"**Contractor Confidential Information**" means any Contractor information that is designated as confidential and/or exempt by Florida's public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

"**Contractor Personnel**" means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended and related regulations. Contractor acknowledges that County's Plan may not be subject to ERISA.

"Extra-Contractual Benefits" means payments which Employer 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 under the terms of the Plan for expenses incurred by Members for services/items covered under 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 but not processed prior to termination of this Agreement; termination of a Plan benefit option or termination of eligible Members, as applicable. "Services" means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A ("Statement of Work") attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

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

"**Services**" means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A ("Statement of Work") attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Conditions Precedent. This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within ten (10) days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

3. Services.

A. Services. The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

B. Services Requiring Prior Approval. Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Kimberly Crum, Human Resources Director.

C. Additional Services. From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

D. De-scoping of Services. The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

E. Independent Contractor Status and Compliance with the Immigration Reform and Control Act. Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

F. Non-Exclusive Services. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

G. Project Monitoring. During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

H. HIPAA and HITECH. The Parties agree that the Business Associate Agreement entered into between them on December 30, 2016 is extended through the term of this Agreement. See Attachment 2.

4. Term of Agreement.

A. Initial Term. The term of this Agreement shall commence on

☐ the Effective Date; or

☒ January 1, 2022, and shall remain in full force and for sixty (60) months, or until termination of the Agreement, whichever occurs first.

B. Term Extension.

☐ The term of this Agreement may not be extended. All Services shall be completed by the expiration of the initial term as defined in 4.A.

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

5. Compensation and Method of Payment.

A. Services Fee. As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section 5 ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's

obligation to compensate Contractor for such Services required by this Agreement but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5.B. and C., unless the Parties agree to increase this sum by written amendment as authorized in Section 21 of the Agreement.

B. The County agrees to pay the Contractor the not-to-exceed sum of $417,000.00, for Administrative Services Fee completed and accepted as provided in Section 19 herein if applicable, payable on a fixed-fee basis for the deliverables as set out in Exhibit C Schedule of Financial Charges, payable upon submittal of an invoice as required herein.

C. Travel Expenses.

☒ The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

☐ The County shall reimburse the Contractor the sum of not-to-exceed $_____ for the travel expenses incurred in accordance with Section 112.061, Florida Statutes, and/or County Travel Policy, and as approved in writing in advance by _____.

D. Taxes. Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.

E. Payments. Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to (select appropriate box):

☐ the designated person as set out in Section 18 herein;

☒ as provided in Exhibit D attached hereto.

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

6. 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 Exhibit C: 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 determines that it has overpaid a claim for Plan Benefits or pays Plan Benefits to the wrong party, it shall take all reasonable steps consistent with the policies and procedures applicable to its own health care insurance business to recover the overpayment; however, Contractor shall not be required to initiate court, mediation, arbitration or other administrative proceedings to recover any overpayment of Plan Benefits or to collect or recover Pay-for-Performance Recovery. However, when it elects to do so, Contractor is expressly authorized by County to take all actions on behalf of the County and/or the Plan to pursue overpayment recovery of Plan Benefits or to collect or recover Pay-for-Performance Recovery including, but not limited to, retaining counsel, settling and compromising claims or Pay-for-Performance Recoveries, in which case Contractor shall be responsible for the attorney fees, court costs or arbitration fees incurred by Contractor in the specific overpayment recovery action of Plan Benefits (not applicable to subrogation or conditional claim payment recoveries) or to collect or recover Pay-for-Performance Recovery, but not any other associated third party costs absent consent of Contractor. 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. County shall promptly reimburse Contractor for any Bank Account Payments paid by Contractor with its own funds on County's behalf and no such payment by Contractor shall be construed as an assumption of any of County's liability for such Bank Account Payments.

F. Following termination of this Agreement, County shall remain liable for payment of all of all Plan Benefits and other 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.

7. 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 a Subscriber's effective date is on or before the fifteenth (15th) day of the month, full charges applicable to that Subscriber shall be due for that Subscriber for that month. If coverage does not start or ceases on or before the fifteenth (15th) day of the month for a Subscriber, no charges shall be due for that Subscriber for that month.

C. Retroactive Changes and Terminations. County shall remain responsible for all applicable 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 for the shorter of (a) the sixty (60) day period preceding the date Contractor processes the notice, or (b) the period from the date of the change or termination to the date Contractor processes the notice.

This Section 7 shall survive termination of this Agreement

8. Personnel.

A. E-Verify. The Contractor and Subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. The County will verify the work authorization of the Contractor and Subcontractor. A Contractor and Subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

If a Contractor enters a contract with a Subcontractor, the Subcontractor must provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The Contractor must maintain a copy of the affidavit for the duration of the contract.

If the County, Contractor, or Subcontract has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) shall immediately terminate the contract with the person or entity.

If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.

B. Qualified Personnel. Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

C. Approval and Replacement of Personnel. The County shall have the right to approve all Contractor Personnel specifically assigned to provide the Services to the County, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel specifically assigned to perform Services for the County. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7. A.1. shall apply if minimum required staffing is not maintained.

9. Termination.

A. Contractor Default Provisions and Remedies of County.

1. Events of Default. Any of the following shall constitute a "Contractor Event of Default" hereunder: (i) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Contractor breaches Section 9 (Confidential Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (iv) Contractor fails to perform or observe any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and

Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.

3. Termination for Cause by the County. In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.A.1.(iii), the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor 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 County.

4. This Agreement is effective on the Effective Date and shall remain in effect until the earliest of any of the following dates:

i. The effective date of any Applicable Law or governmental action which prohibits performance of the activities required by this Agreement;

ii. Three (3) business days after Contractor notifies County, in writing, that County has failed to fund the Bank Account as required by this Agreement provided that County has not corrected the funding error. Contractor is not required to provide services during any time that the account is not funded, except to the extent there are funds available in the account to cover such services;

iii. The date which is at least fifteen (15) business days after the date County fails to pay any charges identified in this Agreement when due, provided Contractor notifies County in writing of the failure to pay the charges identified and provides Employer an opportunity to pay the charges within fifteen (15) business days of such notice and Employer fails to pay the charges within such fifteen (15) business day period;

iv. Any other date mutually agreed upon by County and Contractor.

B. County Default Provisions and Remedies of Contractor.

1. Events of Default. Any of the following shall constitute a "County Event of Default" hereunder: (i) the County fails to make timely undisputed payments as described in this Agreement; (ii) the County breaches Section 9 (Confidential Information); or (iii) the County fails to perform any of the other material provisions of this Agreement.

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

3. Termination for Cause by Contractor. In the event the County fails to cure a County Event of Default as authorized herein, Contractor 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 Contractor. In the event of termination, any claims payments or administrative fees due and owing for up to the effective date of termination of this Agreement, including any mutually-agreed run out period, will be paid in accordance with Section 5(a).

C. Termination for Convenience. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

10. Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.

11. Confidential Information and Public Records.

A. County Confidential Information. Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

B. Contractor Confidential Information. All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.

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 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.

12. Audit. Contractor shall retain all records relating to this Agreement for a period of at least five (5) 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. Audits of claims individually payable by County (e.g. self-funded claim reviews) shall be conducted upon the mutual agreement of appropriate audit scope and terms, and subject to mutually-executed audit and non-disclosure agreements as set forth in the Administrative Services Exhibit.

Claim Audits

a. Claim Audit. County may, audit Contractor's payment of Plan Benefits in accordance with the following requirements:

i. County shall provide to Contractor a scope of audit letter and the fully executed Claim Audit Agreement, a sample of which is attached hereto as Attachment 1 together with a forty-five (45) day advance written request for audit.

ii. County may designate with Contractor's consent (which consent shall not to be unreasonably withheld) an independent, third-party auditor to conduct the audit (the "Auditor").

iii. County and Contractor will agree upon the date for the audit during regular business hours in a virtual/remote audit environment or at Contractor's office(s) as business needs require.

iv. Except as otherwise agreed to by the parties in writing prior to the commencement of the audit, the audit shall be conducted in accordance with the terms of Contractor's Claim Audit Agreement attached hereto as Attachment 1, which is hereby agreed to by County and which shall be signed by the Auditor prior to the start of the audit.

v. If the audit identifies any claim adjustments, such adjustments will be made in accordance with this Agreement and based upon the actual claims reviewed and not upon statistical projections or extrapolations.

vi. County shall be responsible for its Auditor's costs.

While this Agreement is in effect there shall be no additional cost to County for an audit of payment documents (relating to a random, statistically valid sample of two hundred seventy-five (275) claims paid during the two prior Plan years and not previously audited, County may conduct one such audit every Plan Year (but not within six (6) months of a prior audit). In no event shall any audit involve Plan benefit payments made prior to the most recent two (2) Plan Years. In the event Employer 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. Charges for audits beyond this scope shall be agreed to by County and Contractor in writing prior to the audit.

Employer may (as determined by CHLIC based upon the resources required by the audit requested) be responsible for CHLIC's reasonable costs with respect to the audit, except that while this Agreement is in effect there shall be no additional cost to Employer for an audit of the following:

- **Claims:** Payment documents relating to a random, statistically valid sample of two-hundred seventy-five (275) claims paid.
    - Requests to review provider contracts will be subject to CHLIC's current criteria and permissions.
- **Appeals:** Documents, including payment documents as appropriate, relating to a random sample of up to thirty-five (35) appeals.
- **Customer Service:** Documentation and review of call recordings relating to a random sample of up to thirty-five (35) Member calls.
    - CHLIC maintains call recordings for up to twelve (12) months, and any customer service audit is limited to the availability of the call recordings.
- **Accumulator/Combined Deductible:** Audits are allowed based on mutually agreed-upon scope of up to thirty (30) cases.
- **Benefit Implementation:** Audits are allowed based on mutually agreed-upon scope and timing. CHLIC will support the benefit implementation audits for review of benefit set up related to claim processing.
- **Medical Cost Containment Program Fees (MCCP):** MCCP audits are limited to confirmation of fees paid by the Employer related to the programs in place. The audits will not include review of documentation that

is not applicable to claim administration. In addition, Auditor agrees that it will not outreach to Participating Providers or Members for claim or medical record information.

MCCP fee audits are based on the following criteria:

- Random samples selected by CHLIC based on the following:
  - Twenty-five (25) claims in which fees were paid for the Non-Participating Provider Cost Containment Programs which include Network Savings Program; Supplemental Network and Medical Bill Review (Pre-payment Cost Containment for Non-contracted claims)
  - One-hundred (100) claims related to Other Cost Containment Programs which include Medical Bill Review (Bill Audit; DRG Validation Audits and Recovery; Medical Implant Device Audits); COB Vendor Recoveries; Secondary Vendor Recovery Program; Provider Credit Balance Program; High Cost Specialty Pharmaceutical Audits; Eligibility Overpayment Recovery Vendor Services; Class Action Recoveries and Subrogation/Conditional Claim Payment.

Charges for audits beyond this scope shall be agreed to by County and Contractor in writing prior to the audit.

13. Compliance with Laws.

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

14. Digital Accessibility

Suppler acknowledges and warrants that all digital content and services provided under this contract substantially conforms and shall continue to substantially conform during the Term of this Agreement to the W3C Web Content Accessibility Guidelines, version 2.0 or higher ("WCAG 2.0") at conformance Level A and AA.

If during the Term of this Agreement, Supplier fails to maintain compliance with WCAG 2.0 A and AA or Pinellas County otherwise identifies an issue related to accessibility of the product (the "Accessibility Issue") that renders the product inaccessible, then Pinellas County shall notify Supplier of non-compliance. Within 30 days of Supplier's receipt of a non-compliance notice ("Notice"), Supplier and Pinellas County shall meet and mutually agree upon an appropriate timeline for resolution of the Accessibility Issue(s) ("Initial Meeting").

Should Supplier:

i. fail to acknowledge receipt of the notice within 30 days of receipt of the Notice;
ii. unreasonably and solely withhold agreement regarding a timeline for resolution for more than 30 days following the Initial Meeting; or
iii. fail to materially resolve the Accessibility Issue(s) within the agreed-upon timeline,

Failure to comply with the requirements of this section shall constitute material breach of this Agreement and shall be grounds for termination of this Agreement by Pinellas County.

15. Public Entities Crimes

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

16. Liability and Insurance.

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

17. Plan Benefit Liability

A. County Liability for Plan Benefits. County is solely responsible for all Plan Benefits including any Plan Benefits paid as a result of any legal action. If Employer directs Contractor in writing to pay 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 provided by Contractor or Contractor affiliate or in determining any Contractor or Contractor affiliate risk-sharing or performance guarantee reimbursements.

B. County Liability for Plan-Related Expenses. County shall reimburse Contractor for any amounts Contractor may be required to pay (i) as state premium tax or any similar Plan-related tax, charge, surcharge or assessment assessed specifically against the County's plan, or (ii) under any unclaimed or abandoned property, or escheat law, with respect to Plan Benefits and any penalties and/or interest thereon. Costs related to affirmative litigation pursued without prior written County consent and prior approval/agreement of costs will remain the responsibility of Contractor.

C. Alternative Litigation Management Option. At County's election and until and unless changed, and contingent upon timely payment by County of the associated additional "Claim Litigation Charge" (which is included in the medical administrative fee) set forth in the Exhibit C: Schedule of Financial Charges, County may elect to have Contractor assume responsibility for the management of any legal actions with respect to disputed claims for Plan benefits and bear the legal expenses associated with defending such action so long as Contractor processed the claim(s) in dispute. This option does not extend to actions against County and/or Contractor related to the payment of Extra-Contractual Benefits. Each Party will provide notice to the other of any action and will fully cooperate in the defense of the action unless a potential conflict of interest exists. Nothing in this paragraph (c) shall be read to contravene the explicit terms of 7(a) and 7(b). County shall remain responsible for payment of any benefits determined to be payable under the Plan as a result of a legal action and any damages or penalties assessed in connection with such legal action however, County shall not be liable for any sanctions or penalties that might be assessed against Contractor's legal counsel.

D. The reimbursement obligations set forth in this Section 16 shall survive termination of this Agreement

B. **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 non-Plan Benefit 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 negligence of Contractor in the performance of Services under the Agreement; or on account of any negligent act or omission, neglect or misconduct of Contractor; 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. County retains responsibility for the payment of any valid claims to the extent otherwise payable by the County in the absence of such legal actions or claims (e.g. self-funded claims). Contractor retains responsibility for the payment of valid claims otherwise payable by Contractor in the absence of such legal action or claims (e.g. fully-insured), and, notwithstanding the foregoing, will indemnify only in the event, and to the extent, it has negligently failed to process valid fully-insured claims when due.

C. **Liability.** Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any

damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.

D. **Contractor's Taxes.** The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

18. County's Funding. The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

19. Acceptance of Services. For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Director of Human Resources or designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to Cigna Health and Life Insurance Company. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

20. Subcontracting/Assignment.

A. Subcontracting. Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work which is exclusively for the benefit of County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

B. Assignment.

☐ This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.

☒ This Agreement, and all rights or obligations hereunder, shall not 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 the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the County, unless such assignment is to an affiliate or subsidiary of Contractor. The Contractor shall provide written notice to the County within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section, unless such assignment is to an affiliate or subsidiary of Contractor. In the event the County does not consent to the an assignment requiring consent, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the County may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days' notice to Contractor. Should such assignment be to an affiliate or subsidiary of Contractor, Contractor shall remain liable to the same extent as if Contractor had performed the services itself.

21. Survival. The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13 20, 23, and any other which by their nature would survive termination.

22. Notices. All notices, authorizations, and requests in connection with this 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:

Attn: Kimberly Crum, Director of Human Resources
Pinellas County Human Resources
400 South Fort Harrison Avenue
Clearwater, FL 33756
kcrum@pinellascounty.org

For Contractor:

Attn: Mr. Morris Dean Mirabella, Vice President
Cigna Health and Life Insurance Company
900 Cottage Grove Road
Hartford, CT 06152
Morris.Mirabella@Cigna.com

with a copy to:
Merry Celeste
Purchasing Division Director
Pinellas County Purchasing Department
400 South Fort Harrison Avenue
Clearwater, FL 33756
mceleste@pinellascounty.org

23. Conflict of Interest.

A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.

B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contract may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

24. Right to Ownership. All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, specifically for the County, and other documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

25. Amendment. This Agreement may be amended by mutual written agreement of the Parties hereto.

A. Modification of Agreement

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. Except for changes to the charges or other financial terms, including any terms or conditions related thereto, identified in this Agreement, no modification or amendment hereto shall be valid unless in writing and agreed to by an authorized person of each of the Parties. The charges identified in this Agreement may be revised in accordance with Section 25 by Contractor providing written notice to County

and County indicating its acceptance of the modification either by paying the revised charges or failing to object to such revised charges in writing to Contractor within fifteen (15) business days of receipt of such notice from Contractor. The revised charges will be effective on the date indicated in Contractor's written notice to County unless otherwise agreed to by Contractor and County.

B. Modification of Plan and Charges

a. Except as may be otherwise provided in the Exhibit C: Schedule of Financial Charges, Contractor shall have the right to revise the charges identified in this Agreement (i) upon mutual written agreement after any significant modification or amendment of the benefits under the Plan that significantly impacts the services required by Contractor, (ii) upon the number of members decreasing by fifteen percent (15%) to twenty-five (25%), the Medical Administration Charges and Medical Network Access Fee will increase up to 20% and/or a number of onsite services/staff will be removed. If the number of members decreases more than 25%, the Contractor will re-calculate its charges and work with the County before being billed the new premium, and/or (iii) upon mutual written agreement to account for a significant change in law or regulation that materially impacts Contractor's s liabilities and/or responsibilities under this Agreement.

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

c. shall agree upon the manner and timing of the implementation of such modification or amendment subject to Contractor's system and operational capabilities.

d. County is solely responsible for communicating any Plan modification or amendment to Members or individuals considering enrolling in the Plan.

26. Severability. The terms and conditions of this 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 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 Agreement impossible to perform.

27. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws 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 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.

28. Choice of Law

This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida. Any and all claims, controversies, and causes of action arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, shall be governed by the laws of the State of Florida, including its statutes of limitations, without regard to any conflict-of-laws or other rule that would result in the application of the law of a different jurisdiction.

The Parties shall perform their obligations under this Agreement in conformance with all Applicable Laws and regulatory requirements.

29. 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 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 other remedies available.

30. **Waiver**. No waiver by any Party of a breach or default of any provision of this Agreement, failure by any Party, on one or more occasions, to enforce any of the provisions of this Agreement, or failure by any Party to exercise any right or privilege hereunder shall be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of such rights or privileges hereunder, unless and solely to the extent waived by the Party against whom the waiver is sought in writing and signed.

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

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

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

34. ***Identifying Information, Internet Usage and Trademark*** . Each Party reserves all right, title, and interest in and to its respective trademarks, service marks, trade names, trade dress, logos, and other proprietary trade designations, whether presently existing or hereafter authored, developed, established, or acquired (collectively, "Marks"). Except as necessary in the performance of their duties under this Agreement, no Party shall use the other Party's Marks in advertising or promotional materials or otherwise. All use of a Party's Marks shall remain subject to such Party's reasonable quality control and brand usage guidelines. Additionally, no Party shall establish a link to the other's World Wide Web site, without the owner's prior written consent. All goodwill arising from use of a Party's Marks shall inure exclusively to such Party's benefit.

35. **Independent Contractors.** The Parties' relationship with respect to each other is that of independent contractors and nothing in this Agreement is intended, and nothing shall be construed to, create and employer/employee, partnership, principal-agent, or joint venture relationship, or to exercise control or direction over the manner or method by which Contractor performs services hereunder. No Party shall make any statement or take any action that might cause a third party to believe it has the authority to transact any business, enter into any agreement, or in any way bind or make any commitment on behalf of the other Party, unless set forth in this Agreement or expressly authorized in writing by a duly authorized officer of the other Party. For the avoidance of doubt, Contractor are authorized to perform certain services on behalf of Employer under this Agreement and this provision is not intended to in any way diminish that authorization.

36. **Reservation of Intellectual Property Rights.** Each Party reserves all right, title, and interest in and to its respective copyrights, patents, trade secrets, trademarks, and other intellectual property, whether presently existing or hereafter authored, invented, developed, or acquired. Without limiting the foregoing, as between the Parties, Contractor shall solely and exclusively own the systems, methodologies, and technology used to provide the services, all modifications, enhancements, and improvements thereto, and all associated intellectual property rights. No rights or licenses are granted to Employer other than the limited right to receive and use the services under and in accordance with this Agreement. Contractor shall own and be free to use and incorporate without payment or other consideration to Employer any ideas, suggestions, recommendations, or other feedback provided to Contractor in connection with its provision of the services. Nothing in this Agreement is intended

or shall be construed to create any joint authorship, joint inventor-ship, or similar relationship or endeavor between the Parties.

36. 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.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, FLORIDA
By and through its
Board of County Commissioners

By
Dave Eggers, Chairperson

ATTEST:
Ken Burke,
Clerk of the Circuit Court

By:
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS SEAL PINELLAS COUNTY, FLORIDA

Approved as to Form

By:
Office of the County Attorney

Cigna Health and Life Insurance Company
Name of Firm

By:
Signature

Frederick E. Scardellette
Print Name

Vice President, Dental
Title

EXHIBIT A

STATEMENT OF WORK

The terms and scope of Services to be provided by Contractor to the County shall be governed by the Agreement and the following Statement of Work:

The Statement of Work Exhibit A and Attachments.

As indicated in the Agreement 25 B.d County is solely responsible for communicating any Plan modification or amendment to Members or individuals considering enrolling in the Plan.

The Cigna Dental Care (DHMO) fully insured policies including the applicable plan documents. See Attachment 2.

Dental Only		
	CHLIC's generic enrollment form is made available to Employer for individuals eligible to enroll in the Plan.	**All Dental Products**
	CHLIC's generic ID cards are prepared and bulk shipped to the Employer's address to distribute to their employees.	**All Dental Products**
	Standard Dental predetermination of benefits for dental procedures on a voluntary basis.	**All Dental Products**
	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 Employer.	**All Products**
UNDERWRITING SERVICES		
	5500 Schedule C reporting.	**All Products**
	5500 Schedule A or Annual Reconciliation Disclosure reporting (when applicable)	**All Products**
	CHLIC'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 its Exhibits.	**All Products**
COST CONTAINMENT		

	Delivery of information, as necessary, regarding standard application of non-duplication or coordination of benefits.	**All Dental Products**
	Dental Cost Containment, a network of additional participating PPO providers that provide discounts for which CHLIC retains a portion of the savings generated.	**All Dental Products**
	Annual reporting of CHLIC's standard cost containment results upon Employer's request.	**All Dental Products**
CUSTOMER REPORTING		
	Summary reports of dental cost and utilization experience (where applicable), upon completion of internal report generation, are available through Cigna's web site, CignaAccess.com.	**All Dental Products**
NETWORK MANAGEMENT SERVICES		
	CHLIC, and/or its affiliates or contracted vendors shall:	
	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, CHLIC 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**
	Credential and re-credential Participating Providers in accordance with CHLIC's credentialing requirements and ensure that third-party network vendors credential/re-credential Participating Providers in accordance with CHLIC's requirements;	**All Dental Products**
	Monitor Participating Provider compliance with protocols and procedures for quality, Member satisfaction, and grievance resolution;	**All Dental Products**
	Facilitate the identification of Participating Providers by Members; and	**All Dental Products**
	Dedicated toll-free telephone line for Member and Provider calls to CHLIC Service Centers.	**All Dental Products**

EXHIBIT B

INSURANCE REQUIREMENTS

1. LIMITATIONS ON LIABILITY. Proposer acknowledges and agrees that the services will be provided without any limitation on Proposer's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Proposer's liability to any specified amount in the performance of the services. Proposer shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services without any limitation on Proposer's liability that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its prohibition on any limitation on Proposer's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on Proposer's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

2. INDEMNIFICATION. Proposer acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the Proposer's indemnification obligations in the Services Agreement, or requires the County to indemnify and/or hold the Proposer harmless in any way related to the services. Proposer shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Proposer to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

3. INSURANCE:

   Proposer must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to award of contract. Failure to provide the required insurance within the requested timeframe may result in your submittal being deemed non-responsive.

   The contracted Proposer shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

   a) Proposal submittals should include, the Proposer's current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, Proposer shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.

EXHIBIT B

INSURANCE REQUIREMENTS

b) Proposer shall email certificate that is compliant with the insurance requirements to Lucy Nowacki at **lnowacki@pinellascounty.org** .If certificate received with bid was a compliant certificate no further action may be necessary. 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 d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.** The certificate must name Pinellas County, a Political Subdivision of the State of Florida **400 S fort Harrison Avenue Clearwater, FL 33756**, as certificate holder. Certificate marked "Sample", or blank certificate holder information are not compliant.

c) 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. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.

d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include **Pinellas County a Political subdivision of the State of Florida** as an Additional Insured.

e) If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@ididata.com by the Proposer or their agent prior to the expiration date.,

(1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Proposer of this requirement to provide notice.

(2) 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. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

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

g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than $500,000 for Workers' Compensation/Employers' Liability, and $1,000,000 for General Liability and Auto Liability if required below.*

EXHIBIT B

INSURANCE REQUIREMENTS

(1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

h) 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 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.

EXHIBIT B

INSURANCE REQUIREMENTS

(7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).

i) 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, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

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

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.

EXHIBIT B

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

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

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.

(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	$ 1,000,000
General Aggregate	$ 1,000,000

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

EXHIBIT C

FEE SCHEDULE

Schedule of Financial Charges

Certain fees and charges identified in this Schedule of Financial Charges will be billed to Employer monthly in accordance with CHLIC's then standard billing practices. However, CHLIC 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	Dental Preferred Provider Organization (DPPO)	**$1.35/employee/month**
	DENTAL NETWORK ACCESS FEE	
Product	**Description**	**Charge**
Dental	DPPO Access Fee	**$0.25/employee/month**
BANKING AND ADMINISTRATION		
Products excluding Health Savings Account		
	Furnishing CHLIC's standard Bank Account activity data reports to Employer as and when agreed upon. CHLIC's administration of the Plan does not include performing obligations, if any, under state escheat or unclaimed property laws. It is Employer's responsibility to determine the extent to which these laws may apply to the Plan and to comply with such laws.	**All Products**
	If Employer has elected, pursuant to section 63 of the New York Health Care Reform Act of 1996 (section 2807-t of the Public Health Law) ("the Act"), to pay the assessment on covered lives set forth in section 63 and has consented to the conditions set forth in section 63, CHLIC shall file such forms and pay such surcharge and assessment on covered lives on behalf of Employer through the Bank Account to the extent set forth in section 63. Such obligation shall end immediately upon Employer's failure to provide any information required by CHLIC to fulfill this obligation, the failure to comply with any requirement imposed upon Employer pursuant to the Act or the failure of Employer to properly fund the Bank Account. In addition, where permitted and agreed to by CHLIC, CHLIC will file applicable forms and pay on behalf of Employer and/or the Plan any assessment, surcharge, tax or other similar	**All Dental Products**

	charge which is required to be made by Employer 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 CHLIC.	
CLAIM ADMINISTRATION		
Products excluding Health Savings Account		
	Calculate benefits, check and/or electronic payments disbursed from Employer's Bank Account. Bank Account payments will appear in Employer's standard Bank Account activity data reports.	**All Products**
	CHLIC's generic claim forms are made available to Employer for individuals eligible to enroll in the Plan.	**All Products**
	CHLIC's Special Investigations Unit will investigate, pend, recommend denial of claims in whole or in part, and/or reprocess claims, as appropriate.	**All Products**
	Discuss claims, when appropriate, with providers of health services.	**All Products**
	Perform, based on CHLIC's book of business internal audits of plan benefit payments on a random sample basis.	**All Products**
	Claim control procedures reported annually in Statement on Standards for Attestation Engagements (SSAE) No. 18 Report (or any applicable successor thereto).	**All Products**
	Respond to Insurance Department complaints.	**All Products**
	Dedicated toll-free telephone line for Member and Provider calls to CHLIC Service Centers.	**All Products**
	Member Explanation of Benefit ("**EOB**") statements including, when applicable, notice of denied claims, denial reason(s) and appeal rights.	**All Products (excluding Pharmacy)**
	Verify enrollment and eligibility using Member information submitted by Employer and/or its authorized agent.	**All Products**

EXHIBIT C

FEE SCHEDULE

MULTI-YEAR CHARGE/FEE GUARANTEES		
	The maximum increase for the Dental Administration Charge(s) and Network Access Fee(s) for the 2023 Plan Year will be 0.00% over the 2022 Plan Year charges/fees. The maximum increase for the Dental Administration Charge(s) and Network Access Fee(s) for the 2024 Plan Year will be 0.00% over the 2023 Plan Year charges/fees. The maximum increase for the Dental Administration Charge(s) and Network Access Fee(s) for the 2025 Plan Year will be 0.00% over the 2024 Plan Year charges/fees. The maximum increase for the Dental Administration Charge(s) and Network Access Fee(s) for the 2026 Plan Year will be 0.00% over the 2025 Plan Year charges/fees. The maximum increase for the Dental Administration Charge(s) and Network Access Fee(s) for the 2027 Plan Year will be 3.00% over the 2026 Plan Year charges/fees. The maximum increase for the Dental Administration Charge(s) and Network Access Fee(s) for the 2028 Plan Year will be 3.00% over the 2027 Plan Year charges/fees. The above charges/fees are guaranteed for the time periods identified above, provided, however, that CHLIC may revise the above charges/fees pursuant to Section 8 of this Agreement.	

EXHIBIT C

FEE SCHEDULE

	DENTAL SHARED SAVINGS FEE	
	A shared savings fee shall be payable to CHLIC 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 CHLIC 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.	**For DPPO Products: 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:** **$3,000.00 per claim for dental services**

AMOUNTS OWED TO CHLIC
Amounts paid by CHLIC with its own funds on behalf of Employer or the Plan with respect to charges for which Employer or the Plan is obligated to pay under this Agreement including Plan Benefits, Bank Account Payments (including fixed per person payments and pay-for-performance payments to Participating Providers), governmental taxes or assessments will be billed to Employer and CHLIC is authorized to pay all such amounts from the Bank Account.

	FEES FOR PROCESSING RUN-OUT CLAIMS	
DPPO	Run-Out Period of twelve (12) months CHLIC shall not be required to process Run-Out Claims until it has received full payment of the required fees.	**The sum of the last four (4) months of billed fees applicable to the terminated (i) Agreement, (ii) Plan benefit option or (iii) Members.**

EXHIBIT C

FEE SCHEDULE

CHLIC DENTAL COST CONTAINMENT FEES		
Dental Cost Containment	CHLIC administers the following program to contain costs with respect to charges for dental services that are covered by the Plan. Applies to 2nd tier of participating DPPO network providers and includes: • Access to an additional network of DPPO dentists who provide care at a discounted rate. Lower out-of-pocket expenses for Members and additional claim savings for Employer when receiving covered services from these DPPO dentists. • CHLIC retains the percentage identified herein of Employer and/or Member gross savings for access and to cover the 2nd tier network administrative cost. • CHLIC calculates the percentage identified herein as fees charged on a pay-as-you save basis. If there is no savings, there is no fee charged to Employer. Gross savings are calculated by taking what the dental professional would have charged if not participating in the network minus the dentist's contracted fee. The dental cost containment fee is charged to Employer via the appropriate Electronic Funds Transfer (EFT) cycle as a percent of the savings assessed weekly against the Bank Account and would appear on Bank Account activity report(s) as Vendor Fee Reimbursement.	**For DPPO Products: 25% of gross savings**

OTHER VENDORS AND HEALTH CARE SERVICES PROVIDERS		
	The fixed per person per period and/or fee-for-service charges that CHLIC has directly or indirectly negotiated with Participating Providers for in-network health care services and/or supplies will be charged to the Bank Account and will be used in calculating any applicable Member cost-sharing. 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. For certain types of specialty care, including, but not limited to, home health care, durable medical equipment, sleep management, high tech radiology, chiropractic care, physical medicine (such as physical and occupational therapy), speech therapy, orthotics and prosthetics, implants, and hearing, in certain markets CHLIC may contract with various third parties and/or affiliated companies, including eviCore, ("Specialty Vendors") to arrange for the provision of care through their own networks of health care providers on a fee-for-service basis. In addition to arranging for care through their own networks of providers, these Specialty Vendors may also provide additional services, including utilization management services and case management services designed to (i) improve adherence to coverage guidelines; and (ii) contain overall healthcare costs to the Plan. Specialty Vendors are included within the definition of "Participating Provider" set forth in this Agreement and in any benefit booklet covering the Plan. When care is arranged through a Specialty Vendor's network of providers, the form of reimbursement to the Specialty Vendor will be through one of the following methods: • Fee-For-Service Payment: In certain instances, the Plan will pay the Specialty Vendor rather than the treating provider on a fee-for-service basis as a claim for Plan Benefits. The Specialty Vendors' fee-for-service charges may be higher than the amounts that the Specialty Vendor contracts to pay the provider for the provision of any particular service or supply, and some portion of the Specialty Vendor's charges may be attributable to the services that the Specialty Vendor provides in addition to those services or supplies provided by the Specialty Vendor's network of providers, including any utilization management services and case management services. In such instances, Plan Benefits and member cost-share will be determined based on the Specialty Vendor's charges according to Plan terms.	**All Products**

	• Administration Capitation Payment: In certain instances, the Plan will pay the Specialty Vendor a fee on a per member/per month basis for arranging care and other services that the Specialty Vendor may render. Such reimbursement will be in addition to the amount that the Plan pays to reimburse the provider through which the Specialty Vendor arranged for the provision of the service or supply, which will be based on the Specialty Vendor's contracted rate with that provider. In such instances, Plan Benefits and member cost-share will be determined based on the rate that the Specialty Vendor contracted to pay the provider for the provision of the service or supply. • All-Inclusive Capitation Payment: In certain instances, the Plan will pay the Specialty Vendor a fee on a per member/per month basis that covers (i) the services that the Specialty Vendor may render, including arranging care, and (ii) the fees charged by the provider through which the Specialty Vendor arranged for the provision of the service or supply. In such instances, Plan Benefits and member cost-share will be determined based on the rate that the Specialty Vendor contracted to pay the provider for the provision of the service or supply. CHLIC's arrangements with Specialty Vendors are subject to change at any time, and upon request, additional information can be provided that identifies current Specialty Vendors, their area of specialty(ies), whether they are CHLIC affiliates, and the form of payment that they currently receive.	

NOTICE REGARDING PAYMENTS FROM THIRD PARTIES		
	From time to time, CHLIC, directly or through its affiliates, arranges with third parties (e.g., service vendors, provider network managers) to provide various services (e.g., cost-containment services or health care services) in connection with the Plan. CHLIC and its affiliates may receive payments from such third parties to help defray CHLIC's expenses associated with its implementation and/or ongoing administration of these arrangements or as a reimbursement for services or network access provided to such parties by CHLIC. CHLIC may also receive compensation from third-party vendors that Employer may retain based upon a referral from CHLIC or that Members may utilize following an introduction facilitated by CHLIC or an affiliate. CHLIC may also receive: • network administration fees from some providers participating in its provider network, • credits from banks on balances in accounts utilized to administer claims, • non-material incidental compensation/benefits from other source as a result of administering the Plan.	**All Products**

EXHIBIT D

PAYMENT / INVOICES

PAYMENT/INVOICES:

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq,* Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Supplier Information	Company name, mailing address, phone number, contact name and email address as provided on the PO
Remit To	Billing address to which you are requesting payment be sent
Invoice Date	Creation date of the invoice
Invoice Number	Company tracking number
Shipping Address	Address where goods and/or services were delivered
Ordering Department	Name of ordering department, including name and phone number of contact person
PO Number	Standard purchase order number
Ship Date	Date the goods/services were sent/provided
Quantity	Quantity of goods or services billed
Description	Description of services or goods delivered
Unit Price	Unit price for the quantity of goods/services delivered
Line Total	Amount due by line item
Invoice Total	Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

EXHIBIT D

PAYMENT / INVOICES

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.

1.) Requesting department for this purpose is defined as the County department for whom the work is performed.
2.) Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.

B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.

C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.

D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.

E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.

F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.

EXHIBIT D

PAYMENT / INVOICES

G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

ATTACHMENT 1

Claim Audit Agreement (Sample)

A. WHEREAS, Cigna Health and Life Insurance Company ("CHLIC") desires to cooperate with requests by_____(" Employer") to permit an audit for the purposes set forth below and subject to Section 6 of the Administrative Services Only Agreement between CHLIC and Employer;

B. WHEREAS, _____("Auditor") has been retained by Employer for the purpose of performing an audit ("Audit") of claims administered by CHLIC;

C. WHEREAS, the Auditor and the Employer recognize CHLIC'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, CHLIC, the Employer and the Auditor hereby agree as follows:

1. Audit Specifications

The Auditor will specify to CHLIC 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 Audit objectives;

c. the scope of the Audit (time period, lines of coverage and number of claims);

d. the process by which claims will be selected for audit;

e. the records/information required by the Auditor for purposes of the Audit; and

f. the length of time contemplated as necessary to complete the Audit.

2. Review of Specifications

CHLIC 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 CHLIC's legal and business interests identified in paragraph C above.

3. Access to Information

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

5. Comment on Audit Report

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

6. Confidentiality

The Auditor understands that CHLIC 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 CHLIC;

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 Employer, the Auditor will hold and treat information obtained from CHLIC 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 CHLIC executed by an officer of CHLIC, 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 Employer except as required by applicable law. The Employer and Auditor agree to indemnify and to hold harmless CHLIC for any and all claims, costs, expenses and damages which may result from any breaches of the Auditor's obligations under paragraphs 6 and 7 of this Agreement or from CHLIC's provision of information to the Auditor. The Employer authorizes CHLIC 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

CHLIC 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:_____

Employer:_____

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:_____

ATTACHMENT 2

The Cigna Dental Care (DHMO) fully-insured policies and Plan Documents

ATTACHMENT 3

Dental Performance Guarantee Agreement

By and Between

Pinellas County Board of Commissioners

"County"

And

Cigna Health and Life Insurance Company

And Applicable Affiliates

Collectively "CHLIC"

Effective Date: January 1, 2022

Table of Contents

Performance Guarantees and Penalties....42
Section 1. – Term and Termination....47
Section 2. – Definitions....47
Section 3. – Conditions Precedent....48
Section 4. – Evaluation of Performance and Payment Amounts....48
Section 5. – Measurement Methodology/Changes....49
Section 6. – Modification of Agreement....49
Section 7. – Choice of Law....50
Section 8. – Resolution of Disputes....50
Section 9. – Third Party Beneficiaries....51
Section 10. – Assignment and Subcontracting....51
Section 11. – Nondisclosure....51
Section 12. – No Waivers....51
Section 13. – Headings....52
Section 14. – Severability....52
Section 15. – Survival....52
Section 17. – Notices....52
Section 18. – Entire Agreement....52
Section 19. – Independent Contractors....53
Section 20. – Reservation of Intellectual Property....53
Section 21. – Identifying Information, Internet Usage and Trademark....53
Performance Guarantees - Implementation....54
Performance Guarantees - Service....56
Performance Guarantees - Cigna Dental Care....61
Performance Guarantees - Cigna Dental PPO Network Utilization and Network Discount Guarantee....63

Performance Guarantees and Penalties

DENTAL PPO IMPLEMENTATION

Identification Card Delivery Implementation ID Card Timeliness. 98% of the ID cards will be mailed by the agreed upon Commitment Date in the Implementation Calendar. Results measured at Account Level.	Amount At Risk 0.90% of Admin. Fees
Claim Readiness Implementation Claim Readiness. Benefit Profile and eligibility information loaded on claims processing system as of the Commitment Date set forth in the approved Implementation Calendar. Results measured at Account Level.	Amount At Risk 0.90% of Admin. Fees
Call Readiness Implementation Call Readiness. Service Center(s) ready to respond to customer inquiries as of the Commitment Date set forth in the approved Implementation Calendar. Results measured at Account Level.	Amount At Risk 0.90% of Admin. Fees
Implementation Satisfaction Implementation Satisfaction. Score of no less than three (3) on the question: Overall, how satisfied were you with your most recent installation experience with Cigna? in the Cigna HealthCare Implementation Survey. Results measured at Account Level.	Amount At Risk 0.90% of Admin. Fees

DENTAL PPO SERVICE

Claim Time-to-Process Dental Time to Process. Measured for the Term of the Agreement, results will meet or exceed: 99% of Claims Processed within 20 Business Days. Results measured at Account Level.	Amount At Risk 0.90% of Admin. Fees
Claim Time-to-Process Dental Time to Process. Measured for the Term of the Agreement, results will meet or exceed: 95% of Claims Processed within 10 Business Days. Results measured at Account Level.	Amount At Risk 0.90% of Admin. Fees

DENTAL PPO SERVICE

Financial Accuracy Dental Financial Accuracy. Measured for the Term of the Agreement, results will meet or exceed: 99.3% of total audited Claim dollars are correctly paid. Results measured at Account Level.	Amount At Risk 3.00% of Admin. Fees
Procedural Accuracy Dental Procedural Accuracy. Measured for the Term of the Agreement, results will meet or exceed: 98% of total audited Claims without a coding error excluding any Claim with a payment error. Results measured at Account Level.	Amount At Risk 3.00% of Admin. Fees
Processing Accuracy Dental Processing Accuracy (Overall Accuracy). Measured for the Term of the Agreement, results will meet or exceed: 95% of total audited Claims are correctly Processed. Results measured at Account Level.	Amount At Risk 0.90% of Admin. Fees
Payment Accuracy Dental Payment Accuracy. Measured for the Term of the Agreement, results will meet or exceed: 98% of total audited Claims are correctly paid. Results measured at Account Level.	Amount At Risk 0.90% of Admin. Fees
Average Speed of Answer Dental ASA. Measured for the Term of the Agreement, results will not exceed: 30 seconds to answer a Call. Results measured at Special Account Queue Level.	Amount At Risk 3.00% of Admin. Fees
Call Abandonment Rate Dental Call Abandonment Rate. Measured for the Term of the Agreement, results will not exceed: 2% of Calls received terminated. Results measured at Special Account Queue Level.	Amount At Risk 3.00% of Admin. Fees
First Call Resolution Dental First Call Resolution. Measured for the Term of the Agreement, results will meet or exceed: 90% of Calls resolved on first Inquiry, 45 day look back/forward. Results measured at Account Level.	Amount At Risk 0.90% of Admin. Fees
Call Activity Closure Dental Call Activity Closure. Measured for the Term of the Agreement, results will meet or exceed: 95% of Calls closed in 5 Business Days. Results measured at Book of Business Level.	Amount At Risk 0.90% of Admin. Fees

DENTAL PPO SERVICE

Call Activity Closure Dental Call Activity Closure. Measured for the Term of the Agreement, results will meet or exceed: 98% of Calls closed in 10 Business Days. Results measured at Book of Business Level.	Amount At Risk 0.90% of Admin. Fees
Call Activity Closure Dental Same Day Call Activity Closure. Measured for the Term of the Agreement, results will meet or exceed: 90% of Inquiries related to the Plan are closed in the same Business Day they are received. Results measured at Book of Business Level.	Amount At Risk 0.90% of Admin. Fees
Automated Maintenance Eligibility Processing Auto Eligibility Processing. Measured for the Term of the Agreement, results will meet or exceed: 100% files processed in 2 Business Days after the receipt of clean eligibility. Results measured at Account Level.	Amount At Risk 0.90% of Admin. Fees
Automated Maintenance Eligibility Processing Auto Eligibility Discrepancy Report Delivery/Resolution. Reports will be available to view online 48 hours after we have updated a clean and accurate eligibility file. Measured at the Account Level.	Amount At Risk 0.90% of Admin. Fees
ID Card Maintenance Combined (Medical/Dental) ID Cards Maintenance. Measured for the Term of the Agreement, results will meet: 100% mailed within 5 Business Days after the release of, not receipt of, clean and accurate eligibility to the ID card vendor. Results measured at Account Level.	Amount At Risk 0.90% of Admin. Fees
Account Management Account Management. Composite Score (all categories) of 3.0 or better on the Account Management Report Card based on four (4) quarterly scorecards. Results measured at Account Level.	Amount At Risk 0.90% of Admin. Fees
Member Satisfaction Cigna will offer to conduct a member satisfaction survey and will guarantee a result of 85% or better rating based on the top 2 out of 4 for the question on overall satisfaction. Results measured at Book of Business Level.	Amount At Risk 0.90% of Admin. Fees

DENTAL PPO SERVICE

Provider	Amount At Risk
Measured for the Term of the Agreement, results will meet or exceed: 80% of dental offices accepting new based on national results.	0.90% of Admin. Fees

Reporting	Amount At Risk
Dental Reporting. Timely and accurate reporting of all relevant data to our clients. Reports are received no later than 45 days following the quarter and 90 days calendar for year end. Results measured at Account Level.	0.90% of Admin. Fees

Overpayment Recovery	Amount At Risk
Overpayment Recovery - 80% in 18 Months. CHLIC shall notify Employer of the full amount of all overpayments on a quarterly basis and identify any overpayments not recovered within 18 months from the date the overpayment was identified. For Administrator Overpayments captured within CHLIC's baseline overpayment identification programs, CHLIC will recover a minimum of 80% of the identified dollars within 18 months from the time that the overpayment is identified. If we do not meet this metric, the penalty will be the lesser of the dollar risk stated in the agreement, or the difference between the percentage amount recovered and the 80% goal. Results measured at Account Level.	0.90% of Admin. Fees

CIGNA DENTAL CARE

Average Speed of Answer	At Risk $
Cigna Dental Care ASA. Measured for the Term of the Agreement, results will not exceed: 30 seconds to answer a Call. Results measured at Special Account Queue Level.	0.20% of Premium

Call Abandonment Rate	At Risk $
Cigna Dental Care Call Abandonment Rate. Measured for the Term of the Agreement, results will not exceed: 2% of Calls received terminated. Results measured at Special Account Queue Level.	0.20% of Premium

Call Activity Closure	At Risk $
Cigna Dental Care First Call Resolution. Measured for the Term of the Agreement, results will meet or exceed: 90% of Calls resolved on first Inquiries, 45 day look back/forward. Results measured at Account Level.	0.20% of Premium

CIGNA DENTAL CARE

	At Risk $
Member Satisfaction Cigna Dental Care Member Satisfaction. Measured for the Term of the Agreement, results will meet or exceed: a member satisfaction level of 75% or greater with Cigna Dental overall. Results measured at Book of Business Level.	0.20% of Premium
Account Management Cigna Dental Care Account Management. Account Management. Composite Score (all categories) of 3.0 or better on the Account Management Report Card based on four (4) quarterly scorecards. Results measured at Account Level.	0.20% of Premium
Post Enrollment Measure Cigna Dental Care ID Cards Maintenance. Measured for the Term of the Agreement, results will meet or exceed: 100% mailed within 5 Business Days after the release of, not receipt of, clean and accurate eligibility to the ID card vendor. Results measured at Account Level.	0.20% of Premium
Time to Process - Specialty Referral Claims Rate Cigna Dental Care Time to Process. Measured for the Term of the Agreement, result will meet or exceed: 98% within 15 Business Days. Results measured at Book of Business Level.	0.20% of Premium
Time to Process - Specialty Referral Claims Rate Cigna Dental Care Time to Process. Measured for the Term of the Agreement, result will meet or exceed: 95% within 10 Business Days. Results measured at Book of Business Level.	0.20% of Premium
Provider Cigna Dental Care Network Access. Measured for the Term of the Agreement, Access standard will meet or exceed: 80% of dental office accepting new patients. Results measured at Book of Business Level.	0.20% of Premium
Reporting Cigna Dental Care Reporting. Timely and Accurate Reporting of all relevant data to our clients. Reports are received no later than 45 days following the quarter and 90 days calendar for year end. Results measured at Account Level.	0.20% of Premium

DENTAL PPO DISCOUNT

One Way Dental PPO Discount Guarantee. See Exhibit B4 for details.

This Performance Guarantee Agreement ("**Agreement**") is between Cigna Health and Life Insurance Company and applicable affiliates (collectively "**CHLIC**" or "**Cigna**") and Pinellas County Board of Commissioners ("**County**") each a "Party" and collectively, the "Parties," and is effective on January 1, 2022 ("**Effective Date**").

WHEREAS, in connection with certain services and programs that CHLIC is providing to Employer in connection with one or more employee welfare benefit plans sponsored by Employer (the "**Plan(s)**") under the applicable agreements between the Parties (individually or collectively, the "**Service Agreements and/or Policies**", effective January, 1, 2022), CHLIC and Employer desire to implement the performance guarantees identified in Exhibit A attached hereto, according to the terms set forth in this Agreement.

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

Section 1. – Term and Termination

1. This Agreement is effective on the Effective Date and shall remain in effect for one (1) year or such other period specified in the applicable Exhibit B (the "**Term**") unless terminated sooner upon the earliest of the following dates:

1.1. The date when CHLIC ceases to administer the Plan(s) (other than run-out claim administration) or when the applicable Service Agreements and/or Policies are terminated or suspended;

1.2. The date when any state or other applicable jurisdiction prohibits the activities of the Parties under this Agreement;

1.3. The Effective Date, in the event that any condition precedent listed in Section 3 or in the applicable Exhibit B is not satisfied.

2. This Agreement is not renewable unless otherwise specified in the applicable Exhibit B.

Section 2. – Definitions

1. The following terms used in this Agreement are defined as follows. Additional definitions applicable to a specific Performance Guarantee may be included in Exhibit B. Terms not defined in this section, the applicable Exhibit B, or otherwise in this Agreement shall be deemed to reflect the commonly understood industry meaning.

1.1. Account Level - means that performance shall be measured based upon performance with respect to the Employer's Plan(s) to which the Performance Guarantee applies.

1.2. Applicable Law - means the state, federal and/or regulation that apply to a Party or the Plan.

1.3. Benefit Profile - means the benefits offered under a Plan, including plan design and structure.

1.4. Book of Business Level – means that performance shall be measured based upon all plans insured and or administered by CHLIC and its affiliates as determined by CHLIC.

1.5. Business Days – means the days of the week that CHLIC is open to the public for conducting business.

1.6. Employee – means a person who is employed by any Employer in the Pinellas County Unified Personnel System and covered under the Plan(s).

1.7. Guarantee Period – means the period during which CHLIC's performance that is the subject of the Performance Guarantee will be measured, which shall be one (1) year from the Effective Date, unless otherwise specified in the applicable Exhibit B.

1.8. Party/Parties - means Employer and CHLIC, each a "Party" and collectively, the "Parties".

1.9. Payment Amount – means the amount payable, as determined by CHLIC under the criteria set forth in this Agreement, pursuant to the terms of a Performance Guarantee.

1.10. Performance Guarantees – means the guarantees identified in Exhibit A pursuant to which CHLIC commits to achieving specified levels of performance in connection with the applicable Service Agreements and/or Policies.

1.11. Plan Participants – means eligible persons enrolled in the applicable Plan(s) to which the specific Performance Guarantee applies.

1.12. Projected Population – means the number of Employees that Employer estimated would be enrolled in the applicable Plan(s) to which the specific Performance Guarantee applies on the Effective Date which is 3,757 Dental PPO enrolled Employees and 1,060 Cigna Dental Care enrolled Employees.

Section 3. – Conditions Precedent

1. Employer acknowledges and agrees that the following conditions precedent must be met in order for any Performance Guarantee set forth in this Agreement to be in effect, otherwise such Performance Guarantee is null and void:

1.1. This Agreement is signed by both Parties within three (3) months of the Effective Date;

1.2. Employer does not make a material change in Benefit Profile during the Term that, as reasonably determined by CHLIC, affects the performance being measured in the applicable Performance Guarantee;

1.3. CHLIC continuously administers the services to which the applicable Performance Guarantee applies for the entire Term;

1.4. Employer must be an active client of CHLIC for the type of coverage(s) to which this Agreement relates (e.g. Medical, Dental, Pharmacy, Vision, etc.) at the time any Payment Amount is otherwise payable by CHLIC under this Agreement;

1.5. This Agreement remains continuously in effect for the entire Term;

1.6. The Plan(s) applicable to a specific Performance Guarantee remains in effect throughout the Term;

1.7. The applicable Service Agreements and/or Policies to which the Performance Guarantee relates remains in effect throughout the Term of this Agreement, or the Employer treats the applicable Service Agreements and/or Policies as being in effect by materially performing its duties and obligations under the applicable Service Agreements and/or Policies throughout the Term of this Agreement;

1.8. The conditions precedent set forth in Exhibit B of a specific Performance Guarantee are met.

Section 4. – Evaluation of Performance and Payment Amounts

1. Performance Guarantees and the applicable levels of measurement and Payment Amounts are listed in Exhibit A. Any additional terms, conditions precedent and definitions, if applicable, for any Performance Guarantee, are listed in the applicable Exhibit B. In the event of a conflict between terms in the Agreement, the terms of the applicable Exhibit B shall control.

2. CHLIC will report to Employer on each Performance Guarantee (the "**Performance Reports**") within the specific time frame listed in the applicable Exhibit B for each specific Performance Guarantee.

3. Employer shall notify CHLIC in writing within sixty (60) days of receiving the Performance Report of any dispute concerning the Performance Report.

4. CHLIC or Employer, as applicable, shall pay any Payment Amount due within 60 days after performance results are provided to Employer for the applicable guarantee. Upon prior written notice to Employer, CHLIC may offset the Payment Amount against any payments owed by Employer to CHLIC.

5. In the event that Employer fails to perform any of its obligations under the applicable Service Agreements and/or Policies in a way that materially affects CHLIC's ability to perform a function being measured in a Performance Guarantee, CHLIC reserves the right to adjust the Payment Amount, if any, to account for Employer's act or omission.

6. Performance Reports measure results for the entire Guarantee Period. Any quarterly or other periodic results shared with Employer are for informational purposes only.

7. No third party audit results will be used to measure performance under a Performance Guarantee.

8. Payment Amounts are based on the Projected Population and/or total amount of fees expected to be paid by Employer to CHLIC under the applicable Service Agreements and/or Policies. Payment Amounts are subject to change by CHLIC in the event that the Projected Population and/or total amount of fees paid by Employer under the applicable Service Agreements and/or Policies during the Guarantee Period changes.

Section 5. – Measurement Methodology/Changes

1. CHLIC shall apply its standard methodology, consistent with applicable industry standards, to measure its performance under a Performance Guarantee. Additional information about methodology for specific Performance Guarantees, if applicable, is detailed in the applicable Exhibit B. Industry standard codes, including but not limited to CPT, ICD-10, NDC and CDT codes, that are set by the industry or a government agency are subject to update/change. Any such updates/changes occurring after the Effective Date will be deemed incorporated into this Agreement without further action required by the Parties except that CHLIC shall notify County of any such update/change.

2. CHLIC may replace or modify Performance Guarantees if necessitated by a change in the way CHLIC systematically tracks or measures the applicable performance guaranteed. Any substitute Performance Guarantee will, to the extent reasonably possible, attempt to reflect the same underlying objective and performance level reflected in the original Performance Guarantee, consistent with its new measurement/tracking methodology. CHLIC shall explain the reasons for the change of a Performance Guarantee and the specifics of the substitute Performance Guarantee in writing at least 30 days prior to such change.

Section 6. – Modification of Agreement

Except, as otherwise provided herein, no modification or amendment hereto shall be valid unless in writing and agreed to by an authorized person of each of the Parties.

Section 7. – Choice of Law

1. This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida. Any and all claims, controversies, and causes of action arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, shall be governed by the laws of the State of Florida, including its statutes of limitations, without regard to any conflict-of-laws or other rule that would result in the application of the law of a different jurisdiction.
2. The Parties shall perform their obligations under this Agreement in conformance with all Applicable Laws and regulatory requirements.

Section 8. – Resolution of Disputes

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

1. Any Controversy shall first be referred to an executive level employee of each Party who shall meet and confer with his/her counterpart to attempt to resolve the dispute ("**Executive Review**") as follows: The disputing Party shall initiate Executive Review by giving the other Party written notice of the Controversy and shall specifically request Executive Review of said Controversy in such notice. Within twenty (20) calendar days of any Party's written request for Executive Review, the receiving Party shall submit a written response. Both the notice and response shall include a statement of each Party's position and a summary of the evidence and arguments supporting its position. Within thirty (30) calendar days of any Party's request for Executive Review, an executive level employee of each Party shall be designated by the Party to meet and confer with his/her counterpart to attempt to resolve the dispute. Each representative shall have full authority to resolve the dispute.
2. In the event that a Controversy has not been resolved within thirty-five (35) calendar days of the request of Executive Review under Section 8.1., above, either Party may initiate mediation by providing written notice to the other Party, which shall be conducted in Hartford, Connecticut, in accordance with the American Arbitration Association commercial mediation rules ("**Mediation**") using American Arbitration Association mediators. Each Party shall assume its own costs and attorneys' fees, and the compensation and expenses of the mediator and any administrative fees or costs associated with the mediation proceeding shall be borne equally by the Parties. The Parties shall not, however, be required to mediate the Controversy.
3. In the event that a Controversy has not been resolved by Executive Review or Mediation, the Controversy shall be settled exclusively by binding arbitration. The arbitration shall be conducted in the same location as noted in Section 8.2. above, in accordance with the American Arbitration Association commercial arbitration rules, and which to the extent of the subject matter of the arbitration, shall be binding not only on all Parties to this Agreement but on any other entity controlled by, in control of or under common control with the Party to the extent that such affiliate joins in the arbitration, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each Party shall assume its own costs and attorneys' fees, and the compensation and expenses of the arbitrator and any administrative fees or costs associated with the arbitration proceeding shall be borne equally by the Parties. The decision of the arbitrator shall be final, conclusive and binding, and no action at law or in equity may be instituted by any Party other than to enforce the award of the arbitrator.
4. The Parties intend this dispute resolution procedure described above to be a private undertaking and agree that an arbitration conducted under this provision will not be consolidated with an

arbitration involving other plans administered in whole or in part by CHLIC or other affiliates of Cigna Corporation, or third parties not parties to this Agreement. The arbitrator will be without power to conduct arbitration on a class or representative basis. The Employer waives its right to participate in a class action or representative proceeding against CHLIC or other affiliates of Cigna Corporation. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. All issues are for the arbitrator to decide, except the courts will decide those issues relating to the scope and enforceability of the arbitration provision.

This Section 8 shall survive the termination of this Agreement.

Section 9. – Third Party Beneficiaries

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

Section 10. – Assignment and Subcontracting

No assignment of rights or interests hereunder shall be binding unless approved in writing by a duly authorized officer of each of the Parties; provided, however that CHLIC may assign any right, interest, or responsibility under this Agreement to its affiliates and/or subcontract specific obligations under this Agreement provided that CHLIC shall not be relieved of its obligations under this Agreement when doing so.

Section 11. – Nondisclosure

Information CHLIC reports to Employer in connection with this Agreement, including the Performance Guarantee Reports and the Payment Amounts, are proprietary and confidential if protected from disclosure under specific Florida or Federal law which CHLIC shall identify for each type of information it wishes to prevent disclosure prior to the Agreement's effective date. Employer shall maintain the confidentiality of any statutorily protected information provided to Employer pursuant to this Agreement and shall not disclose statutorily protected information to any other party without the express written consent of CHLIC or as otherwise required by law. **Contractor Confidential Information**" means any Contractor information that is designated as confidential and/or exempt by Florida's public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

Section 12. – No Waivers

No waiver by any Party of a breach or default of any provision of this Agreement, failure by any Party, on one or more occasions, to enforce any of the provisions of this Agreement, or failure by any Party to exercise any right or privilege hereunder shall be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of such rights or privileges hereunder, unless and solely to the extent waived by the party against whom the waiver is sought in writing and signed.

Section 13. – Headings

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

Section 14. – 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 15. – Survival

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

Section 16**. – Force Majeure**

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

Section 17. – Notices

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

To CHLIC:
Cigna Health and Life Insurance Company
8505 East Orchard Road
Greenwood Village, CO 80111
Attention: Chris Iseminger, Risk & Underwriting Senior Director

To Employer:
Pinellas County Board of Commissioners
400 South Ft. Harrison, 4th Floor
Clearwater, FL 33756
Attention: Kimberly Crum, Pinellas County Human Resources Director

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 18. – Entire Agreement

As of the Effective Date, this Agreement constitutes the entire agreement between the Parties regarding the subject matter herein and supersedes all previous and contemporaneous agreements, understandings, inducements or conditions expressed or implied, oral or written, between the Parties, except as herein

contained. Further, this Agreement shall not be modified by any shrink-wrap, click-wrap, browse-wrap, click-through, web-site based, online or use agreements ("Click-Wrap") that purport to be accepted or deemed accepted by download or online acknowledgment. Each Party acknowledges that in entering into this Agreement, it is not relying on any statement, representation, or warranty, other than those expressly set forth 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 agreement regarding the subject matter herein.

Section 19. – Independent Contractors

The Parties' relationship with respect to each other is that of independent contractors and nothing in this Agreement is intended, and nothing shall be construed to, create and employer/employee, partnership, principal-agent, or joint venture relationship, or to exercise control or direction over the manner or method by which CHLIC performs services hereunder. No Party shall make any statement or take any action that might cause a third party to believe it has the authority to transact any business, enter into any agreement, or in any way bind or make any commitment on behalf of the other Party, unless set forth in this Agreement or expressly authorized in writing by a duly authorized officer of the other Party. For the avoidance of doubt, CHLIC are authorized to perform certain services on behalf of Employer under this Agreement and this provision is not intended to in any way diminish that authorization.

Section 20. – Reservation of Intellectual Property

Each Party reserves all right, title, and interest in and to its respective copyrights, patents, trade secrets, trademarks, and other intellectual property, whether presently existing or hereafter authored, invented, developed, or acquired. Without limiting the foregoing, as between the Parties, CHLIC shall solely and exclusively own the systems, methodologies, and technology used to provide the services, all modifications, enhancements, and improvements thereto, and all associated intellectual property rights. No rights or licenses are granted to Employer other than the limited right to receive and use the services under and in accordance with this Agreement. CHLIC shall own and be free to use and incorporate without payment or other consideration to Employer any ideas, suggestions, recommendations, or other feedback provided to CHLIC in connection with its provision of the services. Nothing in this Agreement is intended or shall be construed to create any joint authorship, joint inventorship, or similar relationship or endeavor between the Parties.

The obligations set forth in this Section 20 shall survive termination of this Agreement.

Section 21. – Identifying Information, Internet Usage and Trademark

Each Party reserves all right, title, and interest in and to its respective trademarks, service marks, trade names, trade dress, logos, and other proprietary trade designations, whether presently existing or hereafter authored, developed, established, or acquired (collectively, "Marks"). Except as necessary in the performance of their duties under this Agreement, no Party shall use the other Party's Marks in advertising or promotional materials or otherwise. All use of a Party's Marks shall remain subject to such Party's reasonable quality control and brand usage guidelines. Additionally, no Party shall establish a link to the other's World Wide Web site, without the owner's prior written consent. All goodwill arising from use of a Party's Marks shall inure exclusively to such Party's benefit.

The obligations set forth in this Section 21 shall survive termination of this Agreement.

Performance Guarantees - Implementation

1. **Additional Definitions**

1.1. Commitment Dates – means the dates by which CHLIC must perform specific implementation services, as set forth in the Implementation Calendar.

1.2. Implementation Calendar – means the schedule that sets out the mutually agreed upon obligations for Employer and CHLIC in connection with the implementation of the Plan.

2. **Additional Conditions Precedent**

2.1. Benefit Profiles must be finalized and provided to CHLIC by Employer at least 60 days prior to the Effective Date or CHLIC confirms that the non-standard design and structure can be reasonably implemented at least 30 days prior to the Effective Date.

2.2. Employer or its designated agent must provide to CHLIC eligibility information for Plan Participants that is accurate, complete, accessible, and timely under the predetermined schedule.

2.3. The Implementation Calendar must be finalized and approved by Employer and CHLIC prior to the Effective Date.

2.4. Employer must fulfill its obligations in the Implementation Calendar, including timely, accurate and complete Plan Participant eligibility information and Benefit Profiles.

2.5. Employer must return the completed Account Implementation Survey within sixty (60) days of receipt, in accordance with paragraph titled "Overall Satisfaction with Implementation Services" below.

3. **Additional Terms**

3.1. The Guarantee Period for the Implementation Performance Guarantees is six (6) months beginning on the Effective Date.

3.2. Implementation Performance Guarantees set forth in this Exhibit shall be measured solely based on the timely, complete and accurate information provided by Employer or its designee to CHLIC as of the due dates set forth in the Implementation Calendar.

4. **Implementation Performance Evaluation Measures**

4.1. **Identification Card Delivery**

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

4.2. **Claim Readiness**

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

4.3. **Call Readiness**

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

4.4. **Overall Satisfaction with Implementation Services**

4.4.1. Overall Satisfaction with Implementation Services – will be determined by whether Employer is satisfied with the implementation process, as reflected by a score equal to or greater than the Implementation Satisfaction score indicated on Exhibit A on the question "Overall, how satisfied were you with your most recent installation experience with Cigna?" in the Cigna HealthCare Implementation Survey to be distributed to the Employer by CHLIC. The Account Implementation Survey shall be provided to the Employer within sixty (60) calendar days after the Effective Date; the Employer shall return the completed Account Implementation Survey results to CHLIC within sixty (60) days of receipt.

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

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

Performance Guarantees - Service

1. **Additional Definitions**

1.1. Abandonment Rate – means the percentage of Calls received by the Special Accounts Queue resulting in the caller terminating the Call before speaking with a CSA.

1.2. Average Speed to Answer – means the sum of the total elapsed time between the moment when a Call is queued and the time the Call is responded to.

1.3. Call – means a telephone call received by the Special Account Queue from a member about a Claim or benefit provided by the Plan.

1.4. CHLIC's Standard Quality Assurance Audit Methodology – means the method by which CHLIC objectively measures claim quality by auditing claims to measure claim accuracy through identification of claim payment or processing errors that are based on data available to the claim processor at the time/day the claim was paid, that caused incorrect payment or correspondence that has a customer impact and that results in correctional work by CHLIC.

1.5. Claim – means a claim received by CHLIC for benefits under the Plan(s). If the term "claim" is used without a capital c, it refers to a claim received by CHLIC for benefits whether under the Employer's Plan(s) or under other plans.

1.6. Claim Platform Level – means the performance commitment is measured using a random sample of all the claims processed on the same claim engine that processes the Employer's Claims.

1.7. Customer Service Advocate ("CSA") – means a person whose job it is to respond to Calls.

1.8. Inquiry – means an activity generated as a result of a Call received about a Claim or benefit matter. One Call may result in one or more activities.

1.9. Maintenance Eligibility – means additions, deletions and changes in eligibility that are processed during the Guarantee Period.

1.10. Maintenance ID Cards – means ID Cards issued during the Guarantee Period for changes in member address, changes in enrollment, etc.

1.11. Processed – means that CHLIC has made a determination as to whether expenses for which a Claim/claim is made are covered and, if covered, determined the amount of reimbursement or determined that the Claim/claim is missing critical data which must be requested from an external source.

1.12. Special Account Queue – means a group of CHLIC associates that handle a specific block of business with similar Average Speed of Answer and Abandonment Rate requirements. For measurement purposes, results are derived by compiling combined results for all accounts with this requirement.

2. **Performance Guarantee Metrics**

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

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

2.2. **Claim Quality**

2.2.1. **Financial Accuracy**

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

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

In the event that an Account Level Financial Accuracy Performance Guarantee is applicable and Employer has fewer than 2,500 Employees enrolled in the Plan(s) on the Effective Date, CHLIC may charge Employer a reasonable administrative fee determined by CHLIC.

2.2.2. **Claim Processing Accuracy (Overall Accuracy)**

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

Claim Processing Accuracy (Overall Accuracy) represents the total number of Claims/claims processed without any errors (both financial and non-financial errors) divided by the total Claims/claims processed, expressed as a percentage. The calculation of Claims/claims paid with error is determined from auditing a statistically valid sample of Claims/claims paid during the Guarantee Period.

In the event that an Account Level Claim Processing Accuracy (Overall Accuracy) Performance Guarantee is applicable and Employer has fewer than 2,500 Employees enrolled in the Plan(s) on the Effective Date, CHLIC may charge Employer a reasonable administrative fee determined by CHLIC.

2.2.3. **Claim Procedural Accuracy**

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

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

In the event that an Account Level Claim Procedural Accuracy Performance Guarantee is applicable and Employer has fewer than 2,500 Employees enrolled in the Plan(s) on the Effective Date, CHLIC may charge Employer a reasonable administrative fee determined by CHLIC.

2.2.4. **Claim Payment Accuracy**

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

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

In the event that an Account Level Claim Payment Accuracy Performance Guarantee is applicable and Employer has fewer than 2,500 Employees enrolled in the Plan(s) on the Effective Date, CHLIC may charge Employer a reasonable administrative fee determined by CHLIC.

2.3. **Inquiry**

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

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

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

2.3.2. **Call Abandonment Rate**

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

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

2.3.3. **First Call Resolution**

2.3.3.1. First Call Resolution Rate - will be determined by dividing the number of first Calls without a repeat Call during the Guarantee Period by the total number of original unique Inquiries received during the Guarantee Period, expressed as a percentage. A Call will be considered a "first Call without a repeat Call" if there is not a Call involving the same matter during the 45 day period prior to the Call or during the 45 day period following the Call.

2.3.4. **Call Activity Closure Rate**

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

2.4. **Employer Service**

2.4.1. **Automated Maintenance Eligibility Processing***
*This Performance Guarantee shall not apply if Employer is using the Enrollment Maintenance Tool.

2.4.1.1. Additional Condition Precedent - This Maintenance Eligibility Processing Performance Guarantee is contingent upon the submission by Employer (or Employer's agent) of full

electronic eligibility files containing no more than two (2) percent erroneous records. An "erroneous record" means any Plan Participant record lacking any of the accurate information necessary to correctly administer benefits, such as: correct spelling of the Plan Participant's name; applicable Social Security Number; date of birth; account number; division (if any); branch number; information to correctly identify plan and benefit structure, such as benefit option code, benefit structure, plan code, plan type, network ID (if the Plan uses provider networks); effective date of coverage; termination date; HIPAA privacy information (if any); member address and any other demographic data.

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

2.4.2. **Maintenance ID Cards**

2.4.2.1. Maintenance ID Cards - performance will be determined by dividing the number of ID cards that were issued to Plan Participants within the designated number of Business Days during the Guarantee Period by the total number of ID cards issued to Plan Participants during the Guarantee Period, expressed as a percentage. For purposes of this calculation, whether an ID card was issued to a Plan Participant within the designated number of Business Days will be determined by counting the number of Business Days from the Business Day that eligibility information necessary to issue the ID card is released to the ID card vendor, to and including the Business Day that the ID card is issued to the Plan Participant. The Business Day the eligibility information is received by the ID card vendor will not be included in this calculation.

2.5. **Account Management**

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

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

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

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

Following the end of the Guarantee Period and receipt of the fourth (4th) quarterly Report Card from Employer, CHLIC will calculate the composite score in each performance assessment category by averaging the scores for the four (4) quarters of the Guarantee Period. The assessments of each of the designated staff members and each of the performance assessment

categories will be weighted equally. The Account Management Performance Guarantee will be deemed fulfilled if the average of the composite scores in each category ("Account Management Composite Score") is equal to or greater than the Account Management Composite Score indicated on Exhibit A.

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

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

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

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

Performance Guarantees - Cigna Dental Care

1. **Additional Definitions**

1.1. Book of Business Level – means that the performance commitment is measured based on the total Cigna Dental Care book of business.

1.2. Call – means a telephone call received by the Special Account Queue from a member about a Claim or benefit provided by the Plan.

1.3. Customer Service Advocate ("CSA") – means a person responding to member Calls.

1.4. Inquiry – means an answered Call about the services Cigna Dental provides to the Plan(s).

1.5. Special Account Queue – means a group of Customer Service Advocates that handle a specific block of business with similar ASA and abandonment rate requirements. For measurement purposes, results are derived by compiling combined results for all accounts with these requirements.

1.6. Specialty Referral Claim – means requests submitted by the Network Specialty Dentist for a care treatment plan for payment authorization, except for Pediatrics, Orthodontics and Endodontics, where prior authorization is not required.

2. **Additional Conditions Precedent**

2.1. The Service Agreements and/or Policies to which these Performance Guarantees relate must be in full force and effect at the time a payment is due, regardless of whether the Guarantee Period specified herein ended prior to or at the same time as termination of such Service Agreements and/or Policies.

3. **Additional Terms**

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

4. **Performance Evaluation Metrics**

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

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

4.2. Call Abandonment Rate - will be determined by dividing the total number of Calls received during the Guarantee Period that result in the caller terminating the Call after it is queued to a CSA by the total number of Calls received by the Special Account Queue during the Guarantee Period, expressed as a percent.

4.3. Call Activity Closure Rate - will be determined by dividing the total number of Calls closed within the Guarantee Period by the total number of Calls received during the Guarantee Period, expressed as a percentage.

4.4. Member Satisfaction – will be determined through evaluation of member surveys, transfer patterns and member complaint/grievance information. Member satisfaction surveys are conducted on a continuous basis, and are designed to measure Cigna Dental's performance and to assess member satisfaction with the services provided. Performance measures include, but are

not limited to: Services rendered at the dental office, staff's attitudes, communication of expenses, management of patient discomfort, office environment, perception of treatment outcome and patient waiting time.

4.5. Provision of Post-Enrollment Materials Performance – will be determined by whether Post-enrollment materials were mailed to the Employer and/or Plan Participants within the designated number of weeks following receipt of the eligibility files from the Employer. The electronic file must be received from Employer in order to release this eligibility file to the ID card vendor.

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

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

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

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

Performance Guarantees - Cigna Dental PPO Network Utilization and Network Discount Guarantee

Discount Target: No less than 26.1% of Dental Charges for In- and Out-of-Network Services

Dental PPO Access Fees at Risk: $0.25 Per Employee Per Month

Risk Free Corridor Percentage: 3%

Total Products Included: Dental PPO

1. **Additional Definitions**

1.1. Average Charges – means Fairhealth average area charges for in-network claims and actual submitted charges for out-of-network claims.

1.2. Dental PPO Access Fee – means the PEPM fee charged by Cigna Dental to Employer and billed monthly.

2. **Additional Conditions Precedent**

2.1. This Performance Guarantee Agreement is based on the enrolled population as reflected in the census data submitted within the Request for Proposal ("**RFP**").

3. **Additional Terms**

3.1. CHLIC or an affiliate may revise or withdraw this proposed guarantee if any of the following should occur:

3.1.1. The sold plan benefits are different than what has been quoted;

3.1.2. The census or experience provided is deemed by CHLIC to be inaccurate;

3.1.3. Enrollment in either the Plan or each benefit plan under the Plan varies by more than fifteen percent (15%) from the enrollment levels reflected in the quote;

3.1.4. CHLIC or an affiliate is not the exclusive provider of Dental PPO or like products for all of Employer's Employees in all worksites;

3.1.5. The funding of the Plan to which this Agreement applies ceases to be self-insured (or ASO);

3.1.6. The DPPO is not sold or implemented on the Total DPPO network; or

3.1.7. Employer contribution levels to the Plan to which this Agreement applies are less than reflected in the RFP.

4. **Methodology**

4.1. This guarantee combines both network discounts and network usage data to measure total network savings. This guarantee is based on 78% projected network usage and a 33.4% in-network discount (since 78% usage * 33.4% discount = 26.1% network savings). This guarantee can be met by a higher or lower discount and/or network usage as long as the total network savings equals 26.1%.

5. **Guaranteed Discount**

Total Savings Achieved	% of Amount at Risk	Payout (PEPM)
>= 23.1%	0%	$0.00
22.1% to 23.0%	20%	$0.05
21.1% to 22.0%	40%	$0.10
20.1% to 21.1%	60%	$0.15
19.1% to 20.1%	80%	$0.20
< 19.1%	100%	$0.25

6. **Calculation of Final PPO Program Network Savings and Penalties**

No later than five (5) months after the end of the Guarantee Period, CHLIC or an affiliate will calculate total savings generated (effective discounts experienced) based on a claim cost summary report to determine the average effective discount savings for combined in- and out-of-network services. This calculation will determine the discount to be utilized in the Guarantee Effective Discount equation. Such Performance Report will be supplied to Employer within five (5) months following the end of the Guarantee Period. Any payment owed shall be paid within 60 days of receipt of this report.

Attachment 4

Plan Booklet

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