

AGREEMENT FOR GROUP DENTAL HEALTH INSURANCE

THIS AGREEMENT made and entered into this ____ day of _____, 2016 by and between the Government of the Virgin Islands, through the Health Insurance Board of Trustees, (the "Government") the Virgin Islands Port Authority (the "Authority"), the University of the Virgin Islands ("UVI"), the St. Thomas East End Medical Center ("East End Medical"), the Virgin Islands Housing Authority (the "Housing Authority"), Non-Profit Organizations defined as eligible by the Government, and Frederiksted Health Care, Inc. ("FHC") (the Government, the Authority, UVI, East End Medical, the Housing Authority, Non-Profit Organizations and FHC hereinafter individually referred to as, each, "Employer Entity" and collectively referred to as the "Employer") and Cigna health and Life Insurance Company (hereinafter "Cigna"). For purposes of this Agreement, a Non-Profit Organization is an entity determined by the Government to satisfy the requirements under applicable U. S. Virgin Islands law for participation under this Agreement.

WITNESSETH:

WHEREAS, the Employer consists of the Government of the Virgin Islands and its independent instrumentalities; and

WHEREAS, the Employer provides group health insurance benefits to their eligible employees, retirees and their dependents; and

WHEREAS, in accordance with Title 3, Chapter 25, Subchapter VIII, of the Virgin Islands Code, the Health Insurance Board of Trustees is required to issue a Request for Proposal from companies interested in providing group dental insurance coverage for its employees at least once every five years. However, in an effort to achieve a uniform schedule for bidding on all the health insurance

coverage, the Health Insurance Board of Trustees requested that the dental insurance not be put out to bid until 2018 and by the execution of this contract and the legislation that approves it, the Governor and Legislature agree to the rescheduling of the request for proposal for the dental insurance notwithstanding Title 3 V.I.C. §633(b); and

WHEREAS, the Employer and Cigna have negotiated and arrived at an agreement for the terms of the contract; and

WHEREAS, the terms of the Group Dental Health Insurance Agreement shall consist of the terms provided herein and the terms of the addenda and attached exhibits which are fully incorporated herein by reference; and

NOW THEREFORE, for and in consideration of the mutual covenants and promises made herein, the parties agree as follows:

ARTICLE I. TERM

This contract shall be in force and effect for a term of twelve (12) months beginning October 1, 2016, and ending September 30, 2017. This contract is subject to annual review and renewal, with terms to be renegotiated by the parties, for up to four successive twelve (12) month terms. The Employer shall give notice of its intent to renew the contract at least sixty (60) days prior to the expiration of the term of the contract.

ARTICLE II. COMPENSATION FOR INSURER

A. The Employer or applicable Employer Entity shall pay premium payments to Cigna in accordance with the terms contained in Addendum 1 to the Contract which by this reference is incorporated herein.

B. Premium payments are due as provided for in Addendum 1. Cigna may terminate the insurance policy for the reasons set forth in Section 17 of this contract, including for non-payment of premium. It is understood by Cigna that the Authority and UVI shall be responsible for paying the premiums for its employees separate from the responsibility of the Government. If any Employer Entity shall default on the payment of premiums, Cigna may terminate the agreement with such entity.

C. While the future premiums shall be based upon the claims experience, it is agreed by the parties that the premium rates for any renewal period shall be calculated in accordance with Cigna's standard underwriting policies and procedures then in effect.

ARTICLE III. BENEFITS PLAN

The benefits provided to employees by Cigna (the "Plan") are as contained in Addendum 2 to the Contract and by this reference are incorporated herein.

ARTICLE IV. PREFERRED PROVIDER ORGANIZATION DIRECTORY (PPO)

Cigna shall produce an updated list of Dental PPO providers as new dentists are added to the USVI network. This listing will be sent to the Chief of Group Insurance for distribution/posting to the DOP website. The listing will also be sent to the Cigna onsite service representatives to have available to GUSVI employees/retirees when visiting the Cigna on island service centers.

ARTICLE V. BOOKLETS

Within sixty (60) days of final approval of this agreement and of the benefit plan to be provided to Employer, Cigna shall produce and distribute the complete booklet describing the agreed upon benefit plan. The number of copies and manner of distribution will be as directed by the Employer and as agreed upon by and between the Employer and Cigna.

ARTICLE VI. REPORTS

A. Cigna shall provide Employer with the following reports as follows:

- | | | |
|-----|---|----------------|
| (a) | Detailed individual claims listing | (As requested) |
| (b) | Premium Versus Claims reports (including cumulative to date) | (Monthly) |
| (c) | Reports of monthly enrollment totals | (Quarterly) |
| (d) | Quality accuracy reports (consolidated only) | (Quarterly_ |
| (e) | Participant utilization of dental Benefits in Virgin Islands and Outside Virgin Islands stated Separately for each service type (including Cigna "book of business" norms) | (Quarterly) |
| (g) | High payment to providers report | (Annual) |

Each of the above listed reports shall provide information separately by:

1. Status (i.e., Member or Dependent)
2. Class of Participant (i.e., Active or Retiree)
3. Employer Entity (i.e., Government, UVI, the Authority, etc.)

B. Cigna shall provide an annual computer file with all claims activity for the prior year. This file shall be delivered to the Employer within sixty (60) business days following the close of contract year.

C. Renewal information shall be delivered to the Employer not less than one hundred twenty (120) days prior to end of plan year.

The reports, annual computer file, and renewal information described above are subject to the performance guarantees set out in Addendum 3 to this Contract.

ARTICLE VII. ENROLLMENT

Cigna shall accept and provide coverage for all of the present active employee and retiree enrollees, without requiring evidence of insurability. Employees first eligible for coverage after the effective date shall be required to submit timely application or evidence of insurability.

ARTICLE VIII. CLAIMS AUDIT

A. During the term of this Agreement and for two years thereafter, upon at least 30 days' prior written notice to Cigna, and at a time agreeable to both parties but not more frequently than once every twelve months, the Employer may audit Cigna's claim process.

B. The Employer will conduct audits at its expense, during normal business hours, in accordance with generally accepted auditing standards, and subject to Cigna's external review procedures and guidelines and the execution of any confidentiality agreements that are necessary.

C. The Employer may designate a third party to perform the Employer's obligations under this Article. This third party designation is subject to the approval of Cigna, which approval will not be unreasonably withheld, and to the third party's entering into an agreement for the protection of confidential information.

ARTICLE IX. PERFORMANCE GUARANTEE

Cigna and Employer have agreed upon certain performance guarantees as set forth below. However, failure to satisfy any of the performance guarantees shall not, by itself, constitute a material breach of this Agreement as long as Cigna's performance under the performance guarantees set forth below does not fall below 80% for any measurable standard for two consecutive reporting periods.

The performance guarantees set forth below are effective as of October 1, 2016 (the "Commencement Date"). The "Term" of the performance guarantees shall be from the Commencement Date through the last day of the twelfth (12th) consecutive month following the Commencement Date (the "Term").

Performance Commitments and Penalty Amounts

In connection with the services Cigna will provide to the Employer with respect to the Plan, Cigna guarantees its performance. A listing of all performance commitments and their associated penalties is attached hereto and made a part hereof at Addendum 3.

1. Within four months after the end of the Term, Cigna 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 Company.
2. Any dispute with the amount Cigna determines to be owed under this Agreement must be raised in writing within sixty (60) days of the date that Cigna notifies the Employer in writing of its determination.

3. If Cigna fails to meet any of the performance commitments set forth above, Cigna shall pay to the Employer the appropriate financial penalty set forth in Addendum 3 of this Agreement.

4. The penalty amounts in Addendum 3 have been established in relationship to the number of employees that the Employer has projected will be enrolled on the Effective Date. That number is stated in Addendum 3. 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 number, the Employer reserves the right to increase the penalty amounts in proportion to the variation between the actual and projected number of enrolled employees. Correspondingly, Cigna reserves the right to decrease the penalty 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 (85%) of the projected number.

5. The total amount payable by Cigna during the Term for failure to meet the performance commitments set forth in this Agreement shall not exceed the sum of the penalties associated with each performance commitment.

Cigna reserves the right to replace or modify any performance commitment if necessitated by a change in circumstances that would cause the performance commitment to be an inaccurate or unfair method of measuring Cigna's performance. In such event, the performance commitment will be modified to the degree necessary to carry out the intent of the parties.

Cigna shall be entitled to set off any amount owed by Cigna to the Employer under this Agreement against any debt owed by the Employer to Cigna, whether now existing or hereafter arising.

Notwithstanding any other Force Majeure clauses in this Agreement, Cigna shall not be liable for any failure to meet any of the obligations specified or required under this Agreement where such failure to perform is due to any contingency beyond the reasonable control of Cigna, 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 Cigna, its employees, officers, or directors, acts of God, fires, wars, accidents, labor disputes or shortages, and governmental laws, ordinances, rules or regulations, whether valid or invalid.

The provisions of this Article and Addendum 3 to this Agreement with respect to Performance Guarantees shall terminate upon the earliest of the following dates:

1. the end of the Term;
2. the effective date of any state's or other jurisdiction's action which prohibits activities of the parties under this Agreement;
3. the date upon which the Employer fails to pay any premium charges, fees or other charges within the time frame specified in the applicable contract;
4. the date upon which the contract under which Cigna provides services to the Employer is terminated;
5. any other date mutually agreeable to the Employer and Cigna.

ARTICLE X. LOCAL CUSTOMER REPRESENTATIVES

Cigna agrees that it will provide local customer representatives on the District of St. Thomas--St. John and the District of St. Croix. The claims office will be open for business five (5) days per week (excluding holidays) with hours no less than from 8:00 a.m. to 5 p.m. The customer representative offices on St.

Thomas and St. Croix will be open for business five (5) days per week (excluding holidays) with hours no less than from 8:00 a.m. to 5 p.m. and the St. Croix Office will be open for business five (5) days per week (excluding holidays). The St. John Office will be open for business on an as needed basis.

ARTICLE XI. APPROVAL and CONTRACT EFFECTIVE DATE

This Agreement is subject to and shall become effective upon the approval of the Governor of the Virgin Islands and the Legislature of the Virgin Islands, and Cigna's receipt of an insurance license from the U.S. Virgin Islands.

ARTICLE XII. TAXES and LICENSURE

Cigna shall maintain the appropriate licenses to conduct business in the Virgin Islands and shall pay all license fees and taxes imposed by the Federal and Territorial government agencies, for its operations in the Virgin Islands. Cigna shall also comply with all applicable local and federal laws and rules and regulations applicable to the Virgin Islands.

ARTICLE XIII. LIABILITY OF OTHERS

Nothing in this Contract shall be construed to impose any liability upon the Employer by persons, firms, associations, or corporations engaged by Cigna as servants, agents, independent contractors, or in any other capacity whatsoever, or make the Employer liable to any such persons, firms, associations or corporations for the acts, omissions, responsibilities, obligations and taxes of Cigna of whatsoever nature, including but not limited to unemployment insurance

and social security taxes for Cigna, its servants, agents or independent contractors.

ARTICLE XIV. ASSIGNMENT

A. Assignment. Cigna shall not assign any rights under this Contract without the prior written approval of Employer.

B. Delegation. Nothing set forth herein, however, shall preclude Cigna from assigning or subcontracting to its subsidiaries and affiliates any of its obligations due and owing to the Employer. Moreover, nothing herein shall preclude Cigna from assigning or subcontracting any obligations to any entity currently performing services for Cigna. Any such subcontracting or assignment shall not relieve Cigna of the ultimate responsibility for the performance of the Agreement.

C. The Employer shall not assign any part of the services under this contract to any instrumentalities or agencies not specifically named in this document without the prior written approval of Cigna, which approval shall not be unreasonably withheld.

ARTICLE XV. INDEMNIFICATION

Cigna agrees to indemnify, defend and hold harmless the Employer from and against any and all loss, damage, liability, claims, demands, detriments, cost charges and expenses (including attorney's fees) and causes of action of whatsoever character which the Employer may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by Cigna, its affiliates, subcontractors or agents under this contract. Notwithstanding the

above, Cigna's duty to indemnify, defend and hold Employer harmless shall not extend to acts or omissions of the Employer, its officers, directors, or employees or to acts or omissions of non-employee participating providers who provide services in any network for Employer's Plan hereunder.

ARTICLE XVI. INDEPENDENT CONTRACTOR

Cigna shall perform this Contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status.

ARTICLE XVII. TERMINATION

- A. This Contract may be terminated only as follows:
1. By mutual agreement of the parties.
 2. By the Employer in the event of a material breach of the Contract by Cigna. For purposes of the paragraph, a material breach is a violation or nonperformance of a Contract term that is substantial and significant or that may result in a liability to the Employer. The Employer shall give Cigna written notice of its intention to terminate ("Notice of Intent") the Contract pursuant to this Article, which Notice of Intent shall specify the duties and responsibilities that Cigna has failed to perform. Thereupon, Cigna shall have a period of THIRTY (30) DAYS following receipt of said Notice of Intent to cure such failure or failures or, in the alternative, to provide a Corrective Action Plan to reach such objective. If Cigna cures such failure or failures in conformance with the requirements of the Contract and within said 30-day period, the Notice of Intent shall be

deemed rescinded. If, however, Cigna fails to cure such failure or failures within said 30-day period, this Contract shall terminate upon the lapse of the 30-day period, unless the parties shall otherwise agree in writing. In the event of termination under this paragraph, the Employer shall be entitled to compensation for all liabilities resulting from the material breach causing termination.

3. By Cigna in the event of a material breach of the Contract by the Employer. For purposes of the paragraph, a material breach is a violation or nonperformance of a Contract term that is substantial and significant or that may give rise to a cause of action against the Employer by Cigna.

Cigna shall give the Employer written notice of its intention to terminate the Contract pursuant to this Article ("Notice of Intent"), which Notice of Intent shall specify the duties and responsibilities that Employer has failed to perform or the reasons that lead Cigna to the conclusion to terminate. Thereupon, Employer shall have a period of THIRTY (30) DAYS following receipt of said Notice of Intent to cure such failure or failures or, in the alternative, to provide a Corrective Action Plan to reach such objective. If Employer cures such failure or failures in conformance with the requirements of the Contract and within said 30-day period, the Notice of Intent shall be deemed rescinded. If, however, Employer fails to cure such failure or failures within said 30-day period, this Contract shall terminate upon the lapse of the 30-day period, unless the parties shall otherwise agree in writing. In the event of termination under this paragraph, the Cigna shall be entitled to premium payments up to and including the date of termination.

4. Termination in the event of non-payment of premium will be governed by Addendum 1 attached hereto.
- B. Notice of termination shall be given a party by certified mail with return receipt requested, addressed to the other party as provided in Article XXV of this Contract, and shall specify with particularity the nature and date of the termination.
- C. In the event of termination of this Agreement, the Employer has the sole responsibility to notify all Subscribers, as defined in Addendum 1 attached hereto, of the termination.
- D. If, in Cigna's discretion, it is in the best interests of Cigna for Cigna to additionally notify some or all Subscribers, as defined in Addendum 1 attached hereto, of termination of this Agreement, Cigna may do so, but in so doing does not lessen or relieve the obligations of the Employer stated in this paragraph. A copy of any notice intended to be sent to all or a significant portion of Subscribers, as defined in Addendum 1 attached hereto, shall be provided in advance of mailing to the Employer. Except that prior notice is not required for notices that may be delivered electronically in response to electronic processing of claims or via phone in response to inquiries.
- E. In the event of termination, the Employer has the sole responsibility to fulfill requirements (if any) of notifying members of any state or federal conversion or continuation of coverage rights or benefits to which members might be entitled. Cigna has no responsibilities, liabilities, or duties related to this notification.

- F. Notwithstanding anything herein to the contrary, in the event this Contract is terminated, Cigna shall continue to process claims incurred while the Contract was in effect so long as such claims are filed within the Run-Off Period, as that term is defined in Addendum 1.

ARTICLE XVIII. GOVERNING LAW

A. This Contract shall be governed by the laws of the United States Virgin Islands and jurisdiction over any matter or dispute with respect to this Contract is exclusive in the courts, both local and federal, sitting in the U.S. Virgin Islands.

B. Cigna covenants that it has familiarized itself with the applicable provisions of Chapter 65 of Title 22, Virgin Islands Code.

ARTICLE XIX. WAIVERS AND AMENDMENTS

No waiver, modification or amendment of any term, condition or provision of this Contract shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representative, and specifying with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or instances shall in no event be construed to be a general waiver, modification or amendment of any of the terms, conditions or provisions of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

ARTICLE XX. AUTHORITY

Each party warrants and represents that it is authorized to enter into this Agreement, and agrees to be bound by the terms herein. The parties further warrant and represent that the persons signing on their behalf are

representatives of the entity with proper and sufficient authority to bind the entity to the terms of this Agreement.

ARTICLE XXI. CONDITION PRECEDENT

This Contract shall be subject to the availability and appropriation of funds and to the approval of the Governor. In addition, this Contract is subject to the approval of the Virgin Islands Legislature.

ARTICLE XXII. NON-DISCRIMINATION

No person shall be excluded from participating in, be denied the proceeds of, or be subject to discrimination in the performance of this Contract on account of race, creed, color, sex, religion, national origin or disability.

ARTICLE XXIII. CONFLICT OF INTEREST

Cigna covenants that it is:

- (1) Not a territorial officer or employee (i.e., the Governor, Lieutenant Governor, member of the Legislature or any other elected territorial official; or an officer or employee of the legislative, executive or judicial branch of the Government or any agency, board, commission or independent instrumentality of the Government, whether compensation on a salary, fee or contractual basis); or
- (2) a territorial officer or employee and, as such, has:

- (i) familiarized itself with the provisions of Title 3, Chapter 37, Virgin Islands Code, pertaining to conflicts of interest, including the penalties provision set forth in section 1108 thereof;
- (ii) not made, negotiated or influenced this contract, in its official capacity;
- (iii) no financial interest in the contract as that term is defined in section 1101, (1) of said Code chapter.

ARTICLE XXIV. ENTIRE AGREEMENT.

This agreement and the attached addenda and exhibits, which are incorporated herein by reference, constitute the complete understanding and agreement of the parties. There are no other representations, covenants or understandings other than those included or incorporated herein by reference. This agreement shall not be amended, changed or modified except if done in writing and fully executed by the parties. In the event of a conflict between the terms and provisions of this agreement and any addendum or exhibits attached to this agreement, the terms and provisions of this agreement shall prevail. With respect to the Policy and or certificate of insurance attached as an exhibit to Addendum 2, any item not explicitly discussed in this document which is discussed in said exhibit shall be controlled by the terms of said exhibit.

ARTICLE XXV. NOTICE

Any notice required to be given by the terms of this Contract shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

Employer

Chief, Group Insurance Program
Virgin Islands Division of Personnel
48B – 50C Kronprindsens Gade
GERS Complex, 3rd Floor
St. Thomas, Virgin Islands 00802

Cigna

Cigna
1571 Sawgrass Corporate Parkway
Suite 140
Sunrise, FL 33323
Attn: Client Manager

ARTICLE XXVI. DEBARMENT CERTIFICATION

By execution of this contract, Cigna certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. If, during the term of this contract, Cigna shall become ineligible to receive contract awards using federal funds, this contract may be terminated for cause forthwith or at such future date as Employer may specify and Cigna shall not be entitled to payment for any coverage performed under this contract or sub-contract after the effective date of such termination.

ARTICLE XXVII. FALSE CLAIMS

The parties warrant that they shall not, with respect to this Agreement, make or present any claim upon or against the other party, knowing such claim to be false, fictitious or fraudulent. Both parties acknowledge that making such a false, fictitious, or fraudulent claim is an offense under Virgin Islands law.

ARTICLE XXVIII. COUNTERPARTS AND FACSIMILE

This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same instrument. The parties agree that documents may be transmitted by facsimile or electronically and that executed facsimile or electronic documents shall be deemed an original and shall be binding on the party executing said document.

IN WITNESS WHEREOF, the parties through their authorized representatives set their signatures on the day and year indicated.

Witnesses

Cigna

Delora Green

Elizabeth E. Quattrochi
Elizabeth E. Quattrochi
Assistant Director

Date: 9/7/16

Delora Green

Edward P. Potanka
Edward P. Potanka
Assistant Secretary

Date: 9/7/16

**Government of the Virgin Islands Health
Insurance Board of Trustees**

Beverly H. Joseph
Beverly H. Joseph, Chairperson

Date: 9/7/16

Virgin Islands Port Authority

Carlton Dowe
Carlton Dowe, Executive Director

Date: _____

FIG
1552

ARTICLE XXVIII. COUNTERPARTS AND FACSIMILE

This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same instrument. The parties agree that documents may be transmitted by facsimile or electronically and that executed facsimile or electronic documents shall be deemed an original and shall be binding on the party executing said document.

IN WITNESS WHEREOF, the parties through their authorized representatives set their signatures on the day and year indicated.

Witnesses

Cigna

Delna Green

Elizabeth E. Quattrochi
Elizabeth E. Quattrochi
Assistant Director

Date: 9/7/2016

Delna Green

Edward P. Potanka
Edward P. Potanka
Assistant Secretary

Date: 9/7/16

Government of the Virgin Islands Health Insurance Board of Trustees

Beverly A. Joseph, Chairperson

Date: _____

Virgin Islands Port Authority

Carlton Dowe

Carlton Dowe
Carlton Dowe, Executive Director

Date: 9/7/16

210
150

Witness:

[Handwritten Signature]

University of the Virgin Islands

David Hall

David Hall, President

Date: 9/17/16

St. Thomas East End Community Health Center, Inc.

Witness:

_____ Date: _____
Molito A. Smith, Chief Executive Officer
Virgin Islands Housing Authority

_____ Date: _____
Robert Graham, CPM

Frederiksted Health Care, Inc.

_____ Date: _____
Masserae Sprauve-Webster, Chief Executive Officer

Approved as to Legal Sufficiency
Department of Justice

By: _____

Date: _____

Witness:

University of the Virgin Islands

David Hall, President

Date: _____

St. Thomas East End Medical Center Corporation
St. Thomas East End Community Health Center, Inc.

[Handwritten signature]

[Handwritten signature]

Date: 07 Sept 2016

Witness:

Melito A. Smith, Chief Executive Officer
Virgin Islands Housing Authority

Molito A. Smith Jr.
Executive Director

Robert Graham, CPM

Date: _____

Frederiksted Health Care, Inc.

Masserae Sprauve-Webster, Chief Executive Officer

Date: _____

Approved as to Legal Sufficiency
Department of Justice

By: _____

Date: _____

[Handwritten initials]
EPC
10/20

Witness:

University of the Virgin Islands

David Hall, President

Date: _____

St. Thomas East End Community Health Center, Inc.

Molito A. Smith, Chief Executive Officer
Virgin Islands Housing Authority

Date: _____

Witness:

Robert Graham, CPM

Date: 9/7/16

Frederiksted Health Care, Inc.

Masserae Sprauve-Webster, Chief Executive Officer

Date: _____

Approved as to Legal Sufficiency
Department of Justice

By: _____

Date: _____

EPD
1/20

Witness:

University of the Virgin Islands

David Hall, President

Date: _____

St. Thomas East End Community Health Center, Inc.

Molito A. Smith, Chief Executive Officer
Virgin Islands Housing Authority

Date: _____

Witness:

Robert Graham, CPM

Date: _____

Frederiksted Health Care, Inc.

Mary Sprauve-Webster
Masserae Sprauve-Webster, Chief Executive Officer

Date: *9/7/2016*

Approved as to Legal Sufficiency
Department of Justice

By: _____

Date: _____

EPD
1/20

ARTICLE XXVIII. COUNTERPARTS AND FACSIMILE

This Agreement may be executed in counterparts, each of which shall constitute an original and all or which, when taken together, shall constitute one and the same instrument. The parties agree that documents may be transmitted by facsimile or electronically and that executed facsimile or electronic documents shall be deemed an original and shall be binding on the party executing said document.

IN WITNESS WHEREOF, the parties through their authorized representatives set their signatures on the day and year indicated.

Witnesses

Cigna

_____ Date: _____
Elizabeth E. Quattrochi
Assistant Director

_____ Date: _____
Edward P. Potanka
Assistant Secretary

**Government of the Virgin Islands Health
Insurance Board of Trustees**

_____ Date: _____
Beverly A. Joseph, Chairperson

Virgin Islands Port Authority

_____ Date: _____
Carlton Dowe, Executive Director

Approved:



Honorable Kenneth E. Mapp
Governor of the Virgin Islands

Date: 09-14-16

Approved:

Neville James, President
31st Legislature

Date: _____

ADDENDUM 1
TRADITIONAL FUNDING ARRANGEMENT

Article I Funding Arrangement

- A. During the twelve (12) month term of this contract, the Government Program shall be operated under a "Traditional Funding Arrangement." Under this arrangement, the Government or applicable Employer Entity pays all premiums directly to Connecticut General Life Insurance Company ("Cigna"). Cigna is then responsible for paying all claims and expenses incurred while the underlying insurance policy (the "Policy") is in effect. A plan that is traditionally funded is considered to be fully insured. That is, once the required premium is paid in full, the policyholder has no additional liability.

Article II Definitions

- "Benefit Program" is the program of dental benefits found at Addendum 2 of the Agreement.
- "Covered Services" are those services or supplies specified in the Benefit Program for which benefits will be provided.
- "Premium Due Date" means the first day of the month for which premium is due.
- "Run-Offs" means any claim incurred under the insured policy issued by Cigna, which claim was incurred, but not processed, prior to termination of this Agreement. All such Run-Offs shall be the obligation of Cigna.

- “Subscriber” means an employee, retiree, or person eligible for coverage or the dependent of an employee, retiree or person eligible for coverage whose coverage under the Benefit Program has become effective.
- “Subscriber’s Share” means the amount of deductible, coinsurance, copayment, and other liabilities required to be paid by the Subscriber under the Benefit Program. Subscriber’s Share does not mean an amount payable by the Subscriber as a result of balance billing by a provider of services or supplies. If after Subscriber’s Share is paid, an adjustment is made to the amount payable, paid, or charged for a particular service or supply, Subscriber’s Share will not reflect the adjustment.

Article III Obligations of the Employer

- A. The Employer or applicable Employer Entity shall pay premiums to Cigna in accordance with this agreement. The amount to be paid is set out in Exhibit A to this addendum.
- B. The documents comprising the Benefit Program are identified in Addendum 2 and are attached to the Agreement. The Employer will notify Cigna in writing of any changes the Employer desires to be made to the Benefit Program at least 60 days prior to the proposed effective date of the changes.

Such changes must be agreed to by Cigna before they become effective. There may be an additional charge for such changes and such charges are subject to Cigna’s underwriting practices and guidelines.

- C. The Employer or applicable Employer Entity will provide to Cigna a complete and current listing of all Subscribers under the Benefit Program, in a form and medium agreed to by the parties. The Employer or applicable Employer Entity will also provide notice, in a form and medium agreed to by the parties, in advance of any additions to or subtractions from the listing by forwarding electronic eligibility data to Cigna for the affected individual that includes the nature of the change and the effective date of the change. Cigna will rely on the listing and changes to the listing. The Employer or applicable Employer Entity agrees that this listing may be subject to audit and verification by Cigna. Audits may be performed during business hours after at least seven (7) days' notice.

In addition, the parties will establish a documented electronic eligibility process, with "default logic" as a safeguard against occasional errors in communicating changes in eligibility in the manner described in the preceding paragraphs. This default cancel process shall not be effective until reduced to a written protocol signed by Employer and Cigna. The default cancel process may be terminated by Cigna if Cigna determines that too many exceptions are occurring. Employer acknowledges that default cancel creates an assumed termination that will generally be a date later than the termination date reflected in Employer's eligibility system. In the event of terminations due to default cancel logic, the assumed termination date shall be used to process claims and for the payment of premium including the determination of any premium credits.

Cigna shall provide the Employer with the following reports separated by entity and participant class:

- a. Report of enrollment totals (quarterly)
- b. Report of mismatched records (monthly)

Any requests to Cigna to reinstate eligibility for a person terminated by the Employer in error shall be in writing, shall identify the cause of the error (to allow root cause analysis by the Employer and Cigna), and shall be signed by the Chief of Group Health Insurance of the Government of the Virgin Islands or its designee

D. The Employer will distribute forms for enrollment in the Benefit Program, which have been agreed to by the parties, to those members who are eligible for coverage under the Benefit Program. The Employer will forward to Cigna, in a medium agreed to in advance by the parties, completed forms. Clerical errors or delays in recording or reporting dates will not:

- invalidate coverage which would otherwise be in force; and
- continue coverage which would otherwise terminate.

Upon discovery of errors or delays, an equitable adjustment of charges and benefits will be made consistent with Cigna's then current enrollment and underwriting policies.

The Employer and Cigna acknowledge that the written consent of Subscribers may be required by statute before the release of confidential medical information necessary to substantiate the payment of fees for health care services or supplies provided to Subscribers or otherwise necessary to Cigna's performance of obligations under this Agreement. The Employer agrees to obtain and maintain these consents on file. The Employer will produce these consents upon request by Cigna, or its designees, and permit Cigna or its designees to audit these consents upon 48 hours' notice. The Employer and Cigna recognize that failure to produce such consents could result in harm to Cigna. Accordingly, it is hereby agreed and understood that, absent provision by Employer to

Cigna of the consents referenced herein, Cigna shall have no obligation to provide the Employer with any patient-identifiable information. Employer agrees, to the extent permitted by law, to indemnify Cigna and hold it harmless for any damages, expenses, or liabilities, which may accrue due to a failure on the part of Employer to fulfill its obligations under this provision.

Article IV Obligations of Cigna

- A. Cigna will review, evaluate, adjudicate, process, determine whether benefits are due regarding, and pay or not pay claims for benefits under the Benefit Program that are related to services and supplies provided during the term of the Agreement.

- B. Cigna will provide the Employer the claims reports of the types and with the frequencies set for in the Agreement. Cigna may adjust all such information provided to the Employer to prevent the disclosure of the identity of any Subscriber or other patient who is the subject of the information.

- C. As provided in the Agreement, Cigna will prepare a booklet summarizing the benefits available to Subscribers under the Benefit Program.

- D. The obligations of Cigna set forth in this Addendum which are performable outside of Cigna's geographic service area may be subcontracted to another provider that is located in or authorized to perform the obligations in the relevant geographic service area.

- E. Cigna may seek recovery of payments made to ineligible persons or to providers for services rendered to ineligible persons.
- F. Cigna will maintain current individual benefit records on all Subscribers.

Article V Payment Terms

- A. Payment by the Government, the Authority, UVI and applicable Employer Entity.
 - 1. Cigna shall, on a monthly basis during the term of the Contract, bill the Government, the Authority, UVI and applicable Employer Entity for payment of premiums. The Government, the Authority, and UVI and applicable Employer Entity shall pay such premium by the end of the month following the end of the Grace Period. Before then, the Policy may not be terminated for nonpayment.
 - 2. If any entity fails to pay any premium by the end of the month following the end of the Grace Period for payment of the premium, Cigna may terminate the Contract and the coverage under the Policy with respect to such entity for non-payment as of the end of the Grace Period.
 - 3. All outstanding premiums shall be paid "as billed" by Cigna both as to past invoices and to all future invoices. As to the past (except as provided herein) or the future, premium credits for persons who are not eligible will be limited to a retrospective period of not more than 60 days before the date that Cigna is notified of the loss of eligibility plus three business days. Such credits will be reflected on monthly statements prepared by Cigna.

Article VI Confidential Information

- During and after the term of this Agreement the Employer will not release and will protect all Confidential Information that it receives or becomes aware of pursuant to or in the course of the performance of the obligations of this Agreement except pursuant to:
 - Virgin Islands or federal law;
 - court order;
 - this Agreement;
 - another agreement between the parties specifically regarding the subject matter of this Paragraph;
 - and as necessary to establish and maintain the Benefit Program.

- B. As used in this Article, "Confidential Information" includes, but is not limited to, the business practices, strategies, developments, know-how, procedures, methods, methodologies, provider relationships, and systems used by Cigna to conduct its business, to process claims, and to otherwise administer the Benefit Program.

- C. During and after the term of this Agreement, the Employer will not release and will protect all Confidential Information unless released pursuant to an agreement between the parties or as necessary to establish and maintain the Benefit Program.
 - If the Employer releases Confidential Information contrary to the terms of this Article, the Employer will take all steps necessary to assure that the person to whom the Confidential Information is

released does not release and does protect the Confidential Information.

- A breach of the terms of this Article will cause immediate and irreparable harm to Cigna. As such, in addition to any other rights or remedies available at law or in equity, Cigna is entitled to injunctive relief to restrain or enjoin such breach.

Article VII Health Information

A. During and after the term of this Agreement the Employer will not release and will protect all Health Information that it receives or becomes aware of pursuant to or in the course of the performance of the obligations of this Agreement except pursuant to:

- Virgin Islands or federal law;
- court order;
- this Agreement;
- another agreement between the parties specifically regarding the subject matter of this Paragraph;
- and as necessary to establish and maintain the Benefit Program.

B. "Health Information" means any information that is created or received by a health care provider, the Employer, or Cigna and relates to:

- the past, present, or future physical or mental condition of an individual;
- the provision of health care to an individual; or

- the past, present, or future payment for the provision of health care to an individual.

This definition shall include any additional information which may be defined as Health Information by any Virgin Islands or U.S. laws or regulations.

- C. During and after the term of this Agreement, the Employer will not release and will protect all Health Information unless released pursuant to applicable Virgin Islands and U.S. laws or regulations. Releases of such information may require the consent of the individual who is the subject of the information and improper releases may be subject to penalty.
- D. To the extent permitted by applicable law, the Employer will, to the extent permitted by law, indemnify, hold harmless and release Cigna, its directors, officers, employees, subcontractors, principals, and agents (Cigna) against any and all liabilities, losses, obligations, risks expenses (including attorneys' fees), costs, damages, and judgments, and against any and all claims and actions actually or allegedly based upon, arising out of, or in any way connected with:
- Cigna's disclosure of Health Information to the Employer or any agent of the Employer; or
 - disclosure or use of Health Information by the Employer or agent, regardless of the source of the Health Information.
- E. If any applicable law or regulation is enacted, or a decision of a regulatory agency or judicial body is issued which prohibits Cigna from disclosing Health Information, Cigna shall be relieved of its obligations under this Agreement, to the extent required by the law or decision.

- F. The obligations of this Article shall survive the termination or expiration of this Article or the Agreement.

Article VIII Liability and Notice of Cause of Action

- A. The Employer will promptly notify Cigna of any cause or action brought against the Employer or any agent of the Employer (of which cause or action the Employer has knowledge) for which Cigna may seek indemnification. In addition, the Employer warrants and represents its agents will do the same. The Employer may not compromise or settle any such cause or action without Cigna's concurrence, and the Employer warrants and represents that its agents will do the same. Cigna may in its discretion choose to undertake or take control of the defense of any such cause or action in which it is a named party.

EXHIBIT "A"

to Addendum No. 1

PREMIUM RATES:

Commencing October 1, 2016, premium rates shall remain at the following monthly rates established in the Fourth Renewal Of Group Dental Health Insurance Agreement dated September, 2015. This rate pass is contingent upon the Employer applying \$574,000 of the premium stabilization reserve ("PSR") to employee contributions and the remaining funds in the PSR being utilized by Cigna until the 2016 plan year accounting is completed in January, 2018.

| Tier | Monthly Premium |
|-----------------------------|-----------------|
| Active Employees | \$17.54 |
| Retirees | \$17.54 |
| Family (Active and Retiree) | \$44.75 |

The above rates shall remain in effect through September 30, 2017. Cigna agrees and guarantees that for the plan year ending September 30, 2018, the premium rate increase will not exceed 10% of the following dental rates that would have been applicable for 2016-2017 plan year:

| Tier | Monthly Premium |
|-----------------------------|-----------------|
| Active Employees | \$19.30 |
| Retirees | \$19.30 |
| Family (Active and Retiree) | \$49.23 |

Additional performance guarantees are outlined in detail in Addendum 3.

ADDENDUM 2

BENEFITS PROGRAM

This Addendum is to address the benefit provisions for the Agreement between the Employer and Cigna.

A summary of the benefits to be provided under this contract is attached. These benefits are valid for the period of October 1, 2016 through September 30, 2017.

Additionally, the Agreement between the Employer and Cigna contemplates a group benefit policy and certificate of insurance that more fully sets forth the terms of the benefits under this Agreement. Cigna will provide a final group benefit policy (the "Policy") and certificate of insurance effective as of the effective date as of this Agreement, and such Policy and certificate shall be attached as Exhibit A to this Addendum.

ADDENDUM NO. 3
PERFORMANCE GUARANTEES

Conditions Precedent

1. The Agreement for Group Dental Health Insurance of which this is an addendum must be fully executed by the Government of the US Virgin Islands to accomplish the commitment dates.
2. Cigna will require the authority to use the name of the Government of the US Virgin Islands.

Performance Guarantees
Government of the US Virgin Islands, The
Effective Date Start: 10/1/2016

SERVICE

| <u>Claim Time-to-Process</u> | <u>Amount At Risk</u> |
|--|------------------------------|
| Dental Time to Process. Measured for the Term of the Agreement, results will meet or exceed: 98% of Claims processed w/in 20 Business Days. Results measured at the Account Level. | \$10,000.00 |
| Dental Time to Process. Measured for the Term of the Agreement, results will meet or exceed: 90% of Claims processed w/in 10 Business Days. Results measured at Account Level. | \$10,000.00 |
| <u>Financial Accuracy</u> | <u>Amount At Risk</u> |
| Dental Financial Accuracy. Measured for the Term of the Agreement, results will meet or exceed: 99% of total audited Claim dollars are correctly paid. Results measured at Account Level. | \$10,000.00 |
| <u>Payment Accuracy</u> | <u>Amount At Risk</u> |
| Dental Payment Accuracy. Measured for the Term of the Agreement, results will meet or exceed: 97% of total audited Claims are correctly paid. Results measured at Account Level. | \$10,000.00 |
| <u>Average Speed of Answer</u> | <u>Amount At Risk</u> |
| Dental ASA. Measured for the Term of the Agreement, results will not exceed: 30 seconds to answer a phone call. Results measured at Special Account Queue. | \$10,000.00 |
| <u>Call Abandonment Rate</u> | <u>Amount At Risk</u> |
| Dental Call Abandonment Rate. Measured for the Term of the Agreement, results will not exceed: 3% of calls received by Call Center(s) terminated. Results measured at Special Account Queue. | \$10,000.00 |
| <u>Account Management</u> | <u>Amount At Risk</u> |

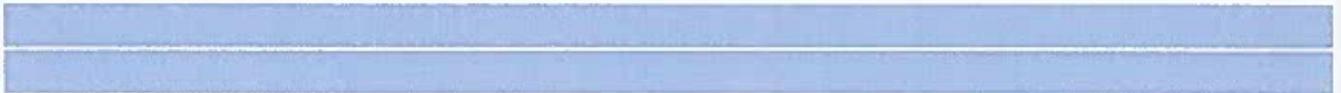
Dental Account Management. Composite Score (all categories) of 3.0 or better on the Account Management Report Card based on four (4) quarterly scorecards. Results measured at Account Level.

\$10,000.00

NETWORK

Cigna PPO will implement a recruitment plan that includes Performance Guarantees attached to the attainment of that plan. The full guarantee will consist of the following:

| <u>Provider Contact</u> | <u>Amount At Risk</u> |
|--|-----------------------|
| Cigna PPO will do face-to-face visits with all non-contracted providers (based on the disruption report) in St. Thomas, St. Croix and St. John in an attempt to recruit them into our network. | \$25,000.00 |
| <u>Provider Contract</u> | <u>Amount At Risk</u> |
| Cigna PPO will guarantee to retain a minimum of 12 providers | \$25,000.00 |



ADDENDUM NO. 4

Forces Majeure or Majesture

The parties agree that Forces Majeure or Majesture such as acts of God or nature, fires, floods, storms, or earthquakes, may prevent one or both parties from performing its obligations under the Agreement. Therefore, the parties agree that the following provisions shall apply.

Article I Notice

In the event Forces Majeure or Majesture may prevent performance of one party's obligations, that party shall notify the other party in writing as soon as reasonably possible.

Article II In the Event Cigna Cannot Perform

In the event Cigna, or its subcontractors, cannot perform its obligations due to Forces Majeure or Majesture, Cigna shall make all reasonable efforts to resume performance of such obligations. Such efforts shall include, but not be limited to, the following:

- a. Location of a facility by which claims payment operations would continue within 2 business days of a force majeure event.
- b. Resumption of customer service operations within 2 business days of such event.

Operations established pursuant to this section should be in place to handle not only ongoing claims issues, but historic claims and customer service issues that

may arise due to ongoing service. The following services shall be included in such operations:

Pre-authorizations

Medical Case Management

Coordinated transfer of cases to the US Mainland

PPO Network management

Payment of claims

In addition, Cigna is responsible to retain historic record of claims data in a manner that would protect its integrity in the event of such a force majeure event. Cigna shall have safeguards to protect incoming data -- paper or otherwise -- in a manner by which no more than one day's claims receipts would be lost.

Article III In the Event the Employer Cannot Perform

a. Non-financial obligations

In the event the Employer cannot reasonably perform its "non-financial" obligations due to Forces Majeure or Majesture, the Employer shall make all reasonable efforts to resume performance of such obligations. For the purposes of this Addendum, "non-financial" means obligations other than payment of premium.

b. Financial Obligations

In the event the Employer cannot reasonably perform its financial obligations within the time periods allotted in the Agreement (e.g. the 45 day "grace period") due to Forces Majeure or Majesture events, the Employer shall immediately notify Cigna and shall immediately request a "90 Day Premium

Delay." Such notice shall be mailed within 30 days of the occurrence of the Forces Majeure or Majesture.

Article IV 90 Day Premium Delay

Upon receiving a valid request to invoke the 90 Day Premium Delay, Cigna shall suspend any efforts to collect premium from the Employer. The 90 Day Premium Delay shall be considered effective on the day after the last date for which premium was paid.

Example 1: The Employer's premium is fully paid through August 31. On September 15, the Employer makes a valid request for a 90 Day Premium Delay. The Premium Delay is deemed to be effective on September 1, the day after the last day for which premium was paid. The Premium Delay shall extend for 90 days to December 1.

The 90 Day Premium Delay does not relieve the Employer from the obligation to pay for the coverage in effect during the 90 Day Premium Delay.

a. Cigna Obligations

Cigna shall not invoice the Employer for 90 days from the last due date prior to the 90 Day Premium Delay taking effect. Cigna shall continue to perform its obligations under the Agreement as required. When Cigna resumes invoicing the Employer, such invoices shall be done in accordance with the terms of the Agreement, except that such invoices shall be for 100% of the premium owed:

-- to the period during which the 90 Day Premium Delay was in effect, and during which premiums were not received;

- then to any period after the 90 Day Premium Delay for which premiums were not collected;

- finally to any current or future period for which premiums are due.

Example 2: The Employer requests a premium delay that takes effect on September 1. Cigna does not invoice the Employer for premiums during September, October, or November. Cigna invoices the Employer for premiums in December, which the Employer pays. The premium received is applied by Cigna to the amount due for the month of September. Premiums received in January will be applied to October, and so on.

Application of new premium payments toward delayed premium payments shall not extend beyond the annual term of the Agreement. Except however, moneys paid by the Employer in excess of the premiums due in the new contract year will be applied by Cigna to reduce outstanding amounts, including periods for which moneys are owed due to the invocation of a 90 Day Premium Delay.

Example 3: The Employer has invoked a 90 day premium delay and made subsequent payments described in Example 1. On March 31, the Contract Year ends. The Employer pays the monthly premium for April. This amount is NOT applied to the outstanding balance from the previous year. In May, the Employer pays an amount equal to one and a half times the monthly premium invoiced. The amount in excess of the May premium shall be applied by Cigna to the amount outstanding due to the 90 day premium delay.

Any premiums not collected during the annual term of the Agreement shall remain due to Cigna.

b. Agreement Provisions Applicable

Delayed premiums shall be subject to all provisions of the Agreement regarding invoicing, payment, and late charges, if any. Delayed premiums shall be considered late payments and subject to any interest and fees provided for in the Agreement or the addenda.

d. Advanced Payment

Nothing in this provision shall be construed to limit or prevent the Employer from reimbursing Cigna all or some of the moneys owed due to the 90 Day Premium Delay earlier than might be required. Such advanced payments shall diminish any interest charges, late fees, or other penalties, as is appropriate under the terms of the Agreement and the addenda and exhibits thereto.

e. Not to Be Construed as Compromise or Settlement

The application of funds under this Article is in no way to be construed as constituting a compromise and settlement of the full amounts owed under the Agreement.

f. 90 Day Premium Delay Inapplicable

In the event that the Employer properly requests, and Cigna invokes, the 90 Day Premium Delay in accordance with this section, such 90 Day Premium Delay will be revoked if the Employer is determined to be paying other debts and obligations (not due and owing to Cigna) on a timely basis. Upon revocation of such 90 Day Premium Delay pursuant to this subsection f., all premiums due and owing will be due immediately due and payable, and failure to make such payments will result in termination of the underlying Agreements and policy, subject to the notice requirements set forth therein.

Article V. Continuing Responsibilities

Any delay in performance granted to either party due to Forces Majeure or Majesture do not release either party from the responsibility for fulfilling the delayed obligations required by the Agreement and its addenda, except as may be permitted by the Agreement or its addenda. Failure to perform these obligations may result in either party invoking the termination provisions of the Agreement, as may be appropriate.

ADDENDUM NO. 5
LOCAL SERVICE CENTERS
IN THE VIRGIN ISLANDS

Article I Days and Hours of Operation

Cigna agrees that it will operate two (2) Service Centers, one on St. Croix and the second on St. Thomas, in the Virgin Islands. Each Claims Office and Service Center shall be staffed by a customer service representative. The hours of operation of the Claims Offices and Service Centers shall be as follows:

- 5 days a week in St. Thomas, from 8:00am to 5:00pm,
- St. John on an as needed basis

- 5 days a week in St. Croix, from 8:00am to 5:00pm,

Article II Services Provided

Cigna will provide both walk-in and telephonic customer service and claims processing services from the Claims Offices and Service Centers. The types of services to be offered include, but are not limited to:

- a. Customer Services
- provide telephone customer assistance

 - enrollment assistance

 - location of participating providers

- pre-certification assistance
- claim resolution assistance
- accept and input "paperless" claims
- walk-in service
- replacement of ID cards for a nominal fee.

When the Service Centers are not open, telephone calls will be referred to a centralized unit, thereby providing 24 hour toll free access to service.

ADDENDUM NO. 6

Electronic Claims Processing System

In recognition of provider concerns over prompt payment of claims and for ease of administration, and to provide more claims processing services on the U.S. Virgin Islands, Cigna utilizes electronic claim clearing houses.

The parties recognize that there are a number of facilities that provide these services. The choice of clearing house is at the discretion of the provider.

All providers will be supplied with the names and phone numbers of the clearinghouses who are contracted with and are submitting electronic claims directly to Cigna. It is the provider's responsibility to establish a trading partner relationship with the clearinghouses in order to submit electronic claims to Cigna.

ADDENDUM NO. 7
PROVIDER AND PPO CONTRACTING

Cigna agrees that it will offer contracts to any provider licensed to practice in the Virgin Islands and willing to accept the rates and terms offered by Cigna, provided, however, that such provider must comply with and satisfy Cigna's National Credentialing and Recredentialing Policy then in effect.

ADDENDUM NO. 8

Impact of Legislation

Whereas, it is possible legislation may be enacted that directly affects the administration of this Agreement in ways that also may effect the cost of this program; and

Whereas, the parties agree that Cigna should not be subjected to unexpected changes in the program that will result in higher costs without an opportunity to adjust the premium rates quoted;

Therefore the parties agree as follows:

1. Cigna is permitted to review its premium rates should legislation be enacted, or regulations adopted, after the signing of the Agreement and prior to the anniversary date of the Agreement which requires changes in the way the Government Program is administered, or in the benefit structure of the program, and for which the premium rates quoted by Cigna do not provide. Such changes in benefits or administration includes but is not limited to:
 - a. changes in the way claims are processed;
 - b. affecting the way Cigna may contract with providers, including Cigna to do business with any particular provider or group of providers (like a PPO);
 - c. requiring changes in the amount providers may be reimbursed;
 - d. mandating benefits or services that must be covered or the level of coverage to be provided;

- e. any other requirement which affects the cost of the program.
2. Cigna shall notify the Government of the results of its review within 90 days after the adoption of such legislation or regulations.
3. Cigna may adjust the premium rates quoted to the Government to reflect changes in costs due to any statutory or regulatory requirements.
4. Such changes in rates shall be effective for the next billing period after the date on which Cigna submits the rate changes to the Government except however:
 - a. the rate changes shall not be effective before the effective date of the statute or regulation,
 - b. such changes in rates shall not be effective prior to their being presented to the Government by Cigna unless the effective date of the statute or regulation predates the rate changes being presented and Cigna is compelled to comply with the statute or regulation at this earlier date.
5. Cigna has the right to review its rates during the first 90 days after the effective date of the Agreement to determine if legislation passed after Cigna signed the Agreement has an effect on the Agreement sufficient to cause an impact on the premium rates attached to the Agreement.