

23. INFORMATION, DATA, AND REPRESENTATIONS PROVIDED BY ALIC TO EMPLOYER

In the event ALIC provides information and data to Employer or Subscribers or makes representations relating to insurance plan under this Contract to Employer or Subscribers, ALIC may not seek reimbursement from Employer or any Subscriber for any loss, financial or otherwise, incurred by ALIC resulting from any decision or action by Employer or a Subscriber in reliance upon such information, data, or representation. Any such loss shall not in any way be incorporated into or be a factor in determining the charges under the Plan. Employer and Subscribers have no duty to compensate ALIC for any such loss and ALIC has no right or entitlement to recoup such loss from Employer or Subscribers. Any claim or charge presented by ALIC to Employer or a Subscriber that incorporates or includes such loss shall be deemed a false claim under Section 34 of this Contract.

24. 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.

25. 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.

26. CONFLICT OF INTEREST

ALIC 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.

27. CONTINGENT FEE PROHIBITED

ALIC warrants that it has not employed or retained any individual, corporation, partnership or other entity, other than a bona fide employee or agent working for Contractor to solicit or secure this Contract, and that it has not paid or agreed to pay any individual, corporation, partnership or other entity, other than a bona fide employee or agent any fee or other consideration contingent on the making of this Contract.

28. NO CONFLICT OF INTEREST

During the term of this Contract, unless otherwise agreed to in writing by the Employer, ALIC and its employees, officers and directors shall not directly or indirectly, accept work, enter into a contract, accept an obligation from any third party, or take any action inconsistent or incompatible with ALIC's obligations, or the scope of services rendered under this Contract.

29. ENTIRE AGREEMENT

It is the intent of the Employer and ALIC that the terms of this Agreement shall be understood to selectively clarify and expand upon the terms of all documents filed with and approved by the applicable Department of Insurance (the "Filed Documents"). The parties intend that this Agreement be consistent with the Filed Documents and that any inconsistency between this Agreement and the Filed Documents should be reconciled wherever possible (and as permitted by law) so as to give full effect to the terms of both. However, in the event of an irreconcilable conflict between the terms of this Agreement or any attached addenda and the Filed Documents, the terms of the Filed Documents shall govern, to the extent that ALIC determines, in its sole discretion, that state law or governmental directive requires that the Filed Documents prevail. Otherwise, the terms of this Agreement shall govern the relationship between the parties.

The Filed Documents, as well as this Agreement and the attached addenda, 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 Benefit Plan attached as Addendum 1, any item not explicitly discussed in this document which is discussed in said Addendum shall be controlled by the terms of said Addendum.

30. NOTICES

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

ALIC

Aetna Life Insurance Company
151 Farmington, Ave.
Hartford, CT 06156

31. OTHER PLAN DESIGN/CONTRACTUAL TERMS

A group insurance policy (the "Group Policy"), which outlines the agreed upon plan provisions, will be issued to the Employer. The Schedule of Benefits in the Group Policy that will be issued to the Employer shall conform to the benefit plan and terms and provisions under and provided for under this Contract and shall be acceptable in form and content to Employer.

32. DEBARMENT CERTIFICATION

By execution of this contract, ALIC 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. In the event ALIC or sub-contractor misrepresents its eligibility to receive contract awards using federal funds, ALIC or sub-contractor agrees that it shall not be entitled to payment for any work performed under this contract or sub-contract and that the contractor or sub-contractor shall promptly reimburse the Employer for any payments heretofore made. If, during the term of this contract, ALIC shall become ineligible to receive contract awards using federal funds, this contract shall be terminated forthwith for cause and ALIC shall not be entitled to payment for any work performed under this contract or sub-contract after the effective date of such ineligibility.

33. FALSE CLAIMS

ALIC warrants that it shall not, with respect to this Agreement, make or present any claim upon or against a subscriber or Employer, knowing such claim to be false, fictitious or fraudulent. ALIC acknowledges that making such a false, fictitious, or fraudulent claim is an offense under Virgin Islands law.

34. SEVERABILITY

If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application.

35. HEADINGS NOT CONTROLLING

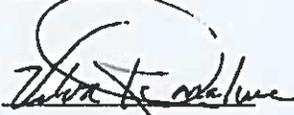
Section headings in this Contract are for convenience only and shall have no binding force or effect and shall not enter into the interpretation of the Contract.

36. COUNTERPARTS, FACSIMILE, and ELECTRONIC FILING

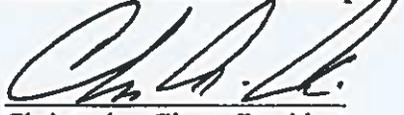
This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same instrument. The parties agree that documents, including this Agreement, may be transmitted electronically and by facsimile and that executed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

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

Witnesses



Aetna Life Insurance Company



Christopher Ciano, President,
Aetna of Florida

Date: 9-21-16



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


Beverly A. Joseph, Chairperson

Date: 9.22.16

Virgin Islands Port Authority

Carlton Dowe, Executive Director

Date: _____

34. SEVERABILITY

If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application.

35. HEADINGS NOT CONTROLLING

Section headings in this Contract are for convenience only and shall have no binding force or effect and shall not enter into the interpretation of the Contract.

36. COUNTERPARTS, FACSIMILE, and ELECTRONIC FILING

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, including this Agreement, may be transmitted electronically and by facsimile and that executed electronic and facsimile documents, including this Agreement, shall be deemed an original and shall be binding on the party executing said document.

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

Witnesses



Aetna Life Insurance Company



Christopher Ciano, President,
Aetna of Florida

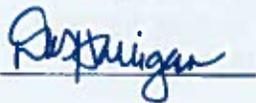
Date: 9-21-16

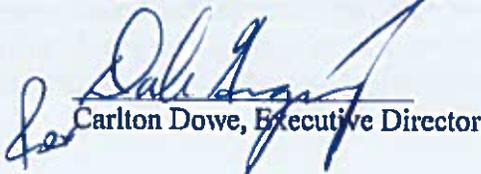
**Government of the Virgin Islands
Health Insurance Board of Trustees**

Beverly A. Joseph, Chairperson

Date: _____

Virgin Islands Port Authority

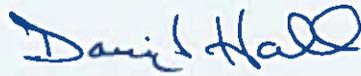



Carlton Dowe, Executive Director

Date: 9/26/16



University of the Virgin Islands



David Hall, President

Date: 9/27/2016

**St. Thomas East End Community
Health Center, Inc.**

_____ Date: _____
Molito A. Smith, Chief Executive Officer

Frederiksted Health Care, Inc.

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

Approved as to Legal Sufficiency
Department of Justice

By: _____

Date: _____

Approved:

Honorable Kenneth E. Mapp
Governor of the Virgin Islands

Date: _____

University of the Virgin Islands

David Hall, President Date: _____

~~St. Thomas East End Community~~
~~Health Center, Inc.~~ *NAE*

St. Thomas East End Medical Center Corporation

Quincy Cornish

Moleto A. Smith Jr. Date: *23 Sept 2016*
~~Moleto A. Smith, Chief Executive Officer~~
Moleto A. Smith Jr., Executive Director

Frederiksted Health Care, Inc.

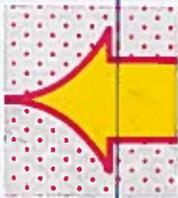
Masserae Sprauve-Webster, Chief Executive Officer Date: _____

Approved as to Legal Sufficiency
Department of Justice

By: *Claude E. Wa* Date: *09/29/16*

Approved:

[Signature] Date: *09-29-16*
Honorable Kenneth E. Mapp
Governor of the Virgin Islands



NAE

University of the Virgin Islands

_____ Date: _____
David Hall, President

**St. Thomas East End Community
Health Center, Inc.**

_____ Date: _____
Molito A. Smith, Chief Executive Officer

Frederiksted Health Care, Inc.

 _____ Date: 9/24/2016
 _____
Masserae Sprauve-Webster, Chief Executive Officer

Approved as to Legal Sufficiency
Department of Justice

By: _____ Date: _____

Approved:

_____ Date: _____
Honorable Kenneth E. Mapp
Governor of the Virgin Islands

Approved:

Neville James
President
31st Legislature

Date: _____

ATTACHMENT 1 PREMIUM & BILLING RATES

Benefit	Age Band	Billing Basis	Option 2	
Basic Life: 10,12,14,16,18-001	All	per \$1,000	\$ 0.163	
Retiree Life: 10,12-002	All	per \$1,000	\$ 1.161	
Supplemental Life: 11,13,15,17,19-001	<20	per \$1,000	\$ 0.030	
	20-24	per \$1,000	\$ 0.030	
	25-29	per \$1,000	\$ 0.038	
	30-34	per \$1,000	\$ 0.045	
	35-39	per \$1,000	\$ 0.052	
	40-44	per \$1,000	\$ 0.063	
	45-49	per \$1,000	\$ 0.084	
	50-54	per \$1,000	\$ 0.134	
	55-59	per \$1,000	\$ 0.231	
	60-64	per \$1,000	\$ 0.407	
	65-69	per \$1,000	\$ 0.643	
	70-74	per \$1,000	\$ 0.835	
	75-79	per \$1,000	\$ 0.835	
	80-84	per \$1,000	\$ 1.076	
	85-89	per \$1,000	\$ 1.076	
	90-94	per \$1,000	\$ 1.076	
	95+	per \$1,000	\$ 1.076	
Supplemental Retiree Life: 11,13-002	<20	per \$1,000	\$ 0.050	
	20-24	per \$1,000	\$ 0.050	
	25-29	per \$1,000	\$ 0.060	
	30-34	per \$1,000	\$ 0.080	
	35-39	per \$1,000	\$ 0.090	
	40-44	per \$1,000	\$ 0.100	
	45-49	per \$1,000	\$ 0.150	
	50-54	per \$1,000	\$ 0.230	
	55-59	per \$1,000	\$ 0.430	
	60-64	per \$1,000	\$ 0.660	
	65-69	per \$1,000	\$ 1.270	
	70-74	per \$1,000	\$ 2.060	
	75-79	per \$1,000	\$ 2.386	
	80-84	per \$1,000	\$ 2.997	
	85-89	per \$1,000	\$ 3.872	
	90-94	per \$1,000	\$ 4.646	
	95+	per \$1,000	\$ 6.945	
Spouse Life: 11,13,15,17,19-001	<20	per \$1,000	\$ 0.070	
	20-24	per \$1,000	\$ 0.060	
	25-29	per \$1,000	\$ 0.080	
	30-34	per \$1,000	\$ 0.100	
	35-39	per \$1,000	\$ 0.120	
	40-44	per \$1,000	\$ 0.140	
	45-49	per \$1,000	\$ 0.210	
	50-54	per \$1,000	\$ 0.390	
	55-59	per \$1,000	\$ 0.630	
	60-64	per \$1,000	\$ 1.110	
	65-69	per \$1,000	\$ 1.870	
	70-74	per \$1,000	\$ 2.990	
	75-79	per \$1,000	\$ 5.020	
	80+	per \$1,000	\$ 8.330	
	Retiree Spouse Life: 11,13-002	<20	per \$1,000	\$ 0.070
		20-24	per \$1,000	\$ 0.060
		25-29	per \$1,000	\$ 0.080
30-34		per \$1,000	\$ 0.100	
35-39		per \$1,000	\$ 0.120	
40-44		per \$1,000	\$ 0.140	
45-49		per \$1,000	\$ 0.210	
50-54		per \$1,000	\$ 0.390	
55-59		per \$1,000	\$ 0.630	
60-64		per \$1,000	\$ 1.110	
65-69		per \$1,000	\$ 1.870	
70-74		per \$1,000	\$ 2.990	
75-79		per \$1,000	\$ 5.020	
80+		per \$1,000	\$ 8.330	
Child Life: 11,13,15,17,19-001 & 11,13-002		All	PEPM	\$ 0.675
AD&D: 10,12,14,16,18-001		All	per \$1,000	\$ 0.021
Supplemental AD&D: 11,13,15,17,19-001		All	per \$1,000	\$ 0.025

