APPENDIX A

(Third Renewal Agreement for Group Medical Health Insurance)

THIRD RENEWAL OF
GROUP MEDICAL HEALTH INSURANCE AGREEMENT

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 Third Renewal of Group Medical Health Insurance Agreement (the "Third Renewal"), 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 Third Renewal.

WITNESSETH:

WHEREAS, the Employer and Cigna entered into an Agreement for Group Medical Health Insurance (the "Agreement") approved by the Virgin Islands Legislature on September 20, 2013; and

WHEREAS, the Agreement was for a one (1) year term and provides that the

WHEREAS, the Employer and Cigna entered into a Second Renewal of the Group Medical Health Insurance Agreement ("Second Renewal") executed September 8, 2015. The Second Renewal is due to expire, pursuant to its terms, on September 30, 2016; and

WHEREAS, the Employer and Cigna intend, pursuant to this Third Renewal, to renew the Agreement for an additional twelve (12) month term commencing October 1, 2016 and ending September 30, 2017, and amend the Agreement, as renewed, to provide for a rate pass as defined below.

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

1. The Agreement, pursuant to the terms herein, is renewed for a twelve (12) month term commencing October 1, 2016 and ending September 30, 2017.

2. Commencing October 1, 2016, premium rates shall remain at the following monthly rates established in the Third Renewal (hereinafter referred to as the "rate pass"):

Category	Cost
Employee	$735.99
Employee & Family	$1,286.93

The rates set forth above include all administrative charges for the services agreed to be made available to the Employer.

3. The rate pass is contingent upon the Employer applying $1,900,000 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.

4. Commencing October 1, 2016, Cigna shall continue to provide coverage for all of the present active employee and Pre-65 retiree enrollees and their dependents who are eligible under the Government Plan.

5. The Plan Document prepared by Cigna will describe the benefits provided under the group benefit policy, including but not limited to the benefits required by federal and territorial law, including those necessary to comply with the Affordable Care Act, and territorially mandated benefits such as autism and juvenile hearing aids. Cigna and Employer acknowledge that, as of October 1, 2016, the group health plan remains subject to those provisions of the Public Health Service Act that were enacted in the Affordable Care Act, including, *inter alia,* the prohibition on lifetime and annual limits (PHS Act section 2711), the prohibition on rescissions (PHS Act section 2712), coverage of preventive health services (PHS Act section 2713), and the revised internal and external

7. This Third Renewal is subject to the appropriation and availability of funds, the approval of the Governor of the U.S. Virgin Islands, and the approval of the Virgin Islands Legislature.

8. For purposes of this Third Renewal, a photocopy or facsimile copy of the document or a photocopy or facsimile copy of a signature to the document shall have the same effect as an original. Also, this Third Renewal may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

Witness: Cigna

_____ _____ Date: _____
Elizabeth E. Quattrochi
Assistant Director

_____ _____ Date: _____
Edward P. Potanka
Assistant Secretary

Witness: Virgin Islands Port Authority

_____ _____ Date: _____
Carlton Dowe, Executive Director

Witness: University of the Virgin Islands

_____ _____ Date: _____
David Hall, President

Witness: St. Thomas East End Community Health Center, Inc.

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

Virgin Islands Housing Authority

_____ _____ Date: _____
Robert Graham, CPM

7. This Third Renewal is subject to the appropriation and availability of funds, the approval of the Governor of the U.S. Virgin Islands, and the approval of the Virgin Islands Legislature.

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Witness:

Cigna

Elizabeth E. Quattrochi
Assistant Director

Date:

Edward P. Potanka
Assistant Secretary

Date:

Witness:

Government of the Virgin Islands Health Insurance Board of Trustees

Witness:

Virgin Islands Port Authority

Date: 9/7/16

Carlton Dowe, Executive Director

Witness:

University of the Virgin Islands

Date:

David Hall, President

Witness:

St. Thomas East End Community Health Center, Inc.

Date:

Molito A. Smith, Chief Executive Officer

Virgin Islands Housing Authority

Date:

Robert Graham, CPM

Frederiksted Health Care, Inc.

Witness: Virgin Islands Port Authority

Date:

Carlton Dowe, Executive Director

Witness: University of the Virgin Islands

Date: 9/7/16

David Hall, President

Witness: St. Thomas East End Community Health Center, Inc.

Date:

Molito A. Smith, Chief Executive Officer

Virgin Islands Housing Authority

Date:

Robert Graham, CPM

Professional Health Care, Inc.

Witness:

Virgin Islands Port Authority

_____ Date: _____

Carlton Dowe, Executive Director

Witness:

University of the Virgin Islands

_____ Date: _____

David Hall, President

Witness:

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

St. Thomas East End Medical Center Corporation

Date: 6/ Sept 2016

~~Molite A. Smith, Chief Executive Officer~~

Moleto A. Smith Jr., Executive Director

Virgin Islands Housing Authority

_____ Date: _____

Robert Graham, CPM

Frederiksted Health Care, Inc.

Witness: Virgin Islands Port Authority

Date:

Carlton Dowe, Executive Director

Witness: University of the Virgin Islands

Date:

David Hall, President

Witness: St. Thomas East End Community Health Center, Inc.

Date:

Molito A. Smith, Chief Executive Officer

Virgin Islands Housing Authority

Date 9/7/16

Robert Graham, CPM

Frederiksted Health Care, Inc

Witness:

Virgin Islands Port Authority

_____ _____ Date: _____
Carlton Dowe, Executive Director

Witness:

University of the Virgin Islands

_____ _____ Date: _____
David Hall, President

Witness:

St. Thomas East End Community Health Center, Inc.

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

Virgin Islands Housing Authority

_____ _____ Date: _____
Robert Graham, CPM

Frederiksted Health Care, Inc.

Approved as to Legal Sufficiency
Department of Justice

By: Claude Earl Walker Date: 09/07/16

Approved:

Honorable Kenneth Mapp
Governor of the Virgin Islands

Date: 09-14-17

Approved:

Neville James,
President 31st Legislature

Date: 09/27/2016

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.

- "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

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.

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

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.

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

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

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

- 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.

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

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.

EXHIBIT "A"

to Addendum No. 2

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

Claim Time-to-Process	**Amount At Risk**
Dental Time to Process: Measured for the Term of the Agreement, results will meet or exceed 98% of Claims processed within 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 96% of Claims processed within 10 Business Days. Results measured at Account Level	$10,000.00

Financial Accuracy	**Amount At Risk**
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

Payment Accuracy	**Amount At Risk**
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

Average Speed of Answer	**Amount At Risk**

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:

Provider Contact	Amount At Risk
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

Provider Contract	Amount At Risk
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

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.

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

-- 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

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

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. <u>Customer Services</u>

- 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 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.

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- "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.

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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.

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.

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.

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

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

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

- 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.

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

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.

EXHIBIT "A"

to Addendum No. 2

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	
Claim Time-to-Process	**Amount At Risk**
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
Financial Accuracy	**Amount At Risk**
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
Payment Accuracy	**Amount At Risk**
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
Average Speed of Answer	**Amount At Risk**

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:

Provider Contact	Amount At Risk
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

Provider Contract	Amount At Risk
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

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.

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

-- 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

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

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.

Company #: 502833

GOVERNMENT OF THE VIRGIN ISLANDS
OF THE UNITED STATES
OFFICE OF THE LIEUTENANT GOVERNOR
Division of Banking and Insurance

Certificate of Authority

This is to certify that in accordance with the Virgin Islands Code, which provides for the regulation of the business of Insurance in the Virgin Islands,

CIGNA Health and Life Insurance Company

900 Cottage Grove Road Bloomfield CT 06002

having filed all the documents required by law and having otherwise complied with the applicable insurance laws of the U.S. Virgin Islands is hereby authorized to transact the type(s) of insurance listed below:

Accident
Annuities
Health
Life

Endowment

NOW, THEREFORE, I **Osbert E. Potter** Lieutenant Governor and Commissioner of Insurance, pursuant to the authority vested in me in Section 209 of the Title 22 Virgin Islands Code, hereby issue this Certificate of Authority which authorizes said Company to transact the type(s) of insurance set forth above.

This certificate is valid from January 01, 2016 to December 31, 2016. Renewal of this Certificate is required annually upon expiration on the 31st day of December, and it may be suspended or revoked as provided in Section 212 of Title 22 Virgin Islands Code.

Given under the Seal of the Government of the Virgin Islands

Approved as to Legal Sufficiency
Department of Justice

By: Claude Earl Walker Date: 09/07/16

Approved:

Date: 09-14-17
Honorable Kenneth Mapp
Governor of the Virgin Islands

Approved:

Neville James Date: 09/27/2016
Neville James
President 31st Legislature