APPENDIX B

The Agreement for Group Dental Health Insurance

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

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 INSURED

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 representative to be available to GHSVI

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)

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

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

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.

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 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

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

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

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

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

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

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

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

(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

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,

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

Delna Brown

Date: [illegible]
Elizabeth E. Quattrochi
Assistant Director

Delna Brown

Date: 9/7/16
Edward P. Potanka
Assistant Secretary

Government of the Virgin Islands Health Insurance Board of Trustees

_____

Date: 9/7/16
Beverly A. Joseph, Chairperson

Virgin Islands Port Authority

_____

Date: _____

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

Witnesses	Cigna
Debra Green	_____ Date: _____ Elizabeth E. Quattrochi Assistant Director
Debra Green	_____ Date: 9/7/11 Edward P. Potanka Assistant Secretary
	Government of the Virgin Islands Health Insurance Board of Trustees
_____	_____ Date: _____ Beverly A. Joseph, Chairperson
	Virgin Islands Port Authority

Witness:

_____

University of the Virgin Islands

_____ Date: 9/17/16
David Hall, President

St. Thomas East End Community Health Center, Inc.

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

Witness:

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

_____ _____ Date: _____

David Hall, President

St. Thomas East End Community Health Center, Inc.

_____ _____ Date: _____

Molito A. Smith, Chief Executive Officer

Witness:

Virgin Islands Housing Authority

_____ _____ Date: 9/7/16

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

_____ _____ Date: _____
David Hall, President

St. Thomas East End Community Health Center, Inc.

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

Witness:

Virgin Islands Housing Authority

_____ _____ Date: _____
Robert Graham, CPM

Frederiksted Health Care, Inc.

_____ _____ Date: 9/7/2016
Masserae Sprauve-Webster, Chief Executive Officer

Approved as to Legal Sufficiency
Department of Justice

By: _____ Date: _____

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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

Witness: **University of the Virgin Islands**

_____ _____ Date: _____
David Hall, President

St. Thomas East End Community Health Center, Inc.

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

Witness: **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: Claude E. Walker Date: 09/07/16

Approved:

Honorable Kenneth E. Mapp
Governor of the Virgin Islands

Date: 09-14-16

Approved:

Neville James, President
31st Legislature

Date: 09/27/2016

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 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);

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.

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 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 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);

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.

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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 of the United States, at Charlotte Amalie, St Thomas