



OLC. 0807-2023

VIRGIN ISLANDS DEPARTMENT OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL

September 11, 2023

VIA SHAREPOINT

Honorable Albert Bryan Jr.
Governor of the Virgin Islands
Government House
Nos. 21-22 Kongens Gade
St. Thomas, VI 00802

Att: Richard T. Evangelista, Esq.
Chief Legal Counsel to the Governor

Re: **IMPORTANT: The current Dental Insurance Contract ends on September 30, 2023, and the attached Dental Agreement requires the Governor's and the Legislature's approval.**
Group Dental Health Insurance Agreement between the Government of the Virgin Islands, through the GESC/Health Insurance Board of Trustees, and ***Cigna Health and Life Insurance Company for Group Dental Insurance***
A.G.O. File No. K-23-0368

Dear Governor Bryan:

Transmitted herewith for your approval is the Agreement for Group Dental Insurance ("Dental Agreement") by and between the Government of the Virgin Islands, through the GESC/Health Insurance Board of Trustees ("Board") ("Government"), and the Virgin Islands Port Authority (the "Authority"), the University of the Virgin Islands ("UVI"), 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"). According to the terms of the Dental Agreement, Cigna will provide group dental insurance coverage to active government employees, retirees, and their dependents for a term commencing October 1, 2023, and ending September 30, 2024. The Government Employees Health Insurance Board prepared a summary

St. Thomas

3438 Kronprindsens Gade | GERS Complex, 2nd Floor | St. Thomas, VI 00802-5749 | (340) 774-5666
Division of Paternity & Child Support | 8000 Nisky Shopping Center | 2nd Floor, Suite 500 | St. Thomas, VI 00802 | (340) 775-3070

St. Croix

213 Estate La Reine | Kingshill, St. Croix, VI 00850 | (340) 773-0295
Division of Paternity & Child Support | 3018 Orange Grove, Suite 4 | Christiansted, St. Croix, VI 00821 | (340) 775-3070

of the medical and dental plans for 2022-2023 in a letter dated August 23, 2023 ("Board Letter"), and it is attached for your review.

Under the Virgin Islands Code Title 3 V.I.C. §633, the Board must issue a Request for Proposal from companies interested in providing group medical insurance coverage for its employees at least once every five years. According to the Board Letter, the Board completed a Request for Proposals (RFP) for competitive bids as required by statute for insurance services, which included Medical and Prescription Drug coverage for active employees and retirees, Employee Assistance Program, Dental, Vision, Life, and Accidental Death & Dismemberment (AD&D) plans. The RFP was released on March 15, 2023, and bids were received through April 24, 2023. Advertisements were released nationally and in the St. Croix, St. John, and St. Thomas Source publications from March 15 through April 14, 2023.

Through the RFP process, the Board received two (2) responses for dental coverage covering all active employees and pre- and post-65 retirees - One from Cigna Healthcare (incumbent) and one from MetLife. The RFP evaluations were reviewed at the Board's May meeting, and finalist meetings were held in person at the Board's meeting in June. Based upon the most recent medical claims experience report through July 2023, dental claims expenditures are 96% of the medical plans' premiums, exclusive of other plan expenditures such as administrative costs. The losses have increased 14% from the prior period, so the Board was anticipating a 10-15% increase in premiums to cover future claims and expenses based upon an analysis by our Consultant, Gehring Group.

The Board Letter further explains that Cigna's initial response was no increase in premiums while providing a premium rate cap of 3% for year two. In addition, Cigna proposed increasing our annual maximum from \$1,250 to \$1,500 per year. MetLife proposed a 5% increase in premiums while matching the existing benefits with a two-year rate guarantee.

After finalist presentations, the Board voted unanimously to begin contract negotiations with Cigna Healthcare. Since the premiums will remain the same for the upcoming fiscal year, the overall impact on the Central Government will be approximately \$4.02 million based on the existing cost-sharing with employees and retirees.

In addition to the above financial implications, the Board was able to negotiate enhancements to the dental plan assuming we renew our medical coverage with Cigna:

- Introducing the Dental Wellness Plus Program.
 - When a participant receives preventive care under the dental plan (cleanings/oral exams/x-rays), their annual dollar maximum increases the next plan year.
 - Participants could add \$200 per year.
 - The Wellness Plus Calendar Year Program is as follows:
 - Year 1 - \$1,550 Annual Maximum.

Page | 3

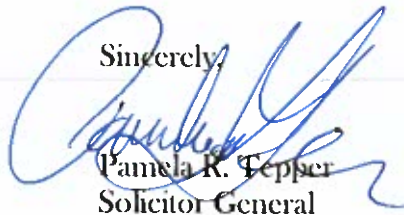
- Year 2 - \$1,750 Annual Maximum
 - Year 3 - \$1,950 Annual Maximum
 - Year 4 - \$2,150 Annual Maximum
- There will be premium rate caps not to exceed 3% of current premiums for years two and three of this Contract and additional rate caps not to exceed 6% of the previous year's premiums for years four and five of the Contract and
 - Placing \$100,000 in premiums at risk for performance guarantees.

I have attached for your review the following documents:

1. Certificate of Authority (no business license is required because insurance companies are not engaged in any business, occupation, profession, or trade listed in 27 V.I.C. § 302);
2. Secretary's Certificate for signatory
3. GESC/Health Insurance Board of Trustees letter dated August 23, 2023;
4. Group Health Projected Budget;
5. Cigna Dental PPO Benefit Summary;
6. Certificate of Redomestication;
7. Amended and Restated Articles of Incorporation; and
8. Dental Agreement.

Thank you for considering this matter. The Dental Agreement and supporting documents have been reviewed and approved for legal sufficiency. If you have questions, please contact Assistant Attorney General Ian S.A. Clement, Esq., or me at 340-774-5666.

Sincerely,



Pamela R. Tepper
Solicitor General

Enclosures: Fourth Dental Renewal and Supporting Documents

cc: Ariel M. Smith, Esq., Attorney General
Department of Justice

Beverly Joseph, Chairperson
GESC Health Insurance Board

Transmittal Letter to Governor Albert Bryan Jr. dated September 11, 2023
Group Dental Health Insurance Agreement between the Government of the Virgin Islands, through the
GESC/Health Insurance Board of Trustees, and Cigna Health and Life Insurance Company for Group Dental
Insurance
A.G.O. File No. K-23-0368

Page | 4

Valerie P. Daley, Chief Health Insurance
Division of Personnel

AGREEMENT FOR GROUP DENTAL HEALTH INSURANCE

THIS AGREEMENT made and entered into this 1st day of October 2023 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 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, the Housing Authority, Non-Profit Organizations and FHC hereinafter individually referred to as, each, "Employer Entity" and collectively referred to as the "Employer") and Cigna health and Life Insurance Company (hereinafter "Cigna"). For purposes of this Agreement, a Non-Profit Organization is an entity determined by the Government to satisfy the requirements under applicable U. S. Virgin Islands law for participation under this Agreement.

WITNESSETH:

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

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

WHEREAS, in accordance with Title 3, Chapter 25, Subchapter VIII, of the Virgin Islands Code, the Employer issued a Request for Proposal No. 2023-01 from companies interested in providing group health insurance coverage for its employees; 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 be contingent upon the medical proposal/plan renewing effective October 1, 2023; and

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

Contractor's Initials Y.S.

ARTICLE I. TERM

This contract shall be in force and effect for a term of twelve (12) months beginning October 1, 2023, and ending September 30, 2024. This contract is subject to annual review and renewal, with terms to be renegotiated by the parties, for up to four (4) successive twelve (12) month terms. The Employer shall give notice of its intent to renew the contract at least sixty (60) days prior to the expiration of the term of the contract.

ARTICLE II. COMPENSATION FOR INSURER

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

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

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

ARTICLE III. BENEFITS PLAN

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

ARTICLE IV. PREFERRED PROVIDER ORGANIZATION DIRECTORY (PPO)

Cigna shall produce an updated list of Dental PPO providers as new dentists are added to the USVI network. This listing will be sent to the Chief of Group Insurance for distribution/posting to the DOP website. The listing will also be sent to the Cigna onsite

service representatives to have available to GUSVI employees/retirees when visiting the Cigna on island service centers.

ARTICLE V. BOOKLETS

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

ARTICLE VI. REPORTS

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

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

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

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

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

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

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

ARTICLE VII. ENROLLMENT

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

ARTICLE VIII. CLAIMS AUDIT

This Article is not applicable to insured dental programs.

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, 2023 (the "Commencement Date"). The "Term" of the performance guarantees shall be from the Commencement Date through the last day of the twelfth (12th) consecutive month following the Commencement Date (the "Term").

Performance Commitments and Penalty Amounts

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

1. Within four months after the end of the Term, Cigna shall compile the necessary documentation and perform the necessary calculations to evaluate its fulfillment

of each performance commitment set forth in this Agreement and make this information available to the Company.

2. Any dispute with the amount Cigna determines to be owed under this Agreement must be raised in writing within sixty (60) days of the date that Cigna notifies the Employer in writing of its determination.

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

4. The penalty amounts in Addendum 3 have been established in relationship to the number of employees that the Employer has projected will be enrolled on the Effective Date. That number is stated in Addendum 3. In the event that the actual number of employees enrolled on the Effective Date is greater than one-hundred and fifteen percent (115%) of the projected number, the Employer reserves the right to increase the penalty amounts in proportion to the variation between the actual and projected number of enrolled employees. Correspondingly, Cigna reserves the right to decrease the penalty amounts in proportion to the variation between the actual and projected number of enrolled employees in the event that the actual number of employees enrolled on the Effective Date is less than eighty-five (85%) of the projected number.

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

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

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

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

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

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

ARTICLE X. LOCAL CUSTOMER REPRESENTATIVES

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

ARTICLE XI. APPROVAL and CONTRACT EFFECTIVE DATE

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

ARTICLE XII. TAXES and LICENSURE

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

ARTICLE XIII. LIABILITY OF OTHERS

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

ARTICLE XIV. ASSIGNMENT

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

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

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

ARTICLE XV. INDEMNIFICATION

Cigna agrees to indemnify, defend and hold harmless the Employer from and against any and all loss, damage, liability, claims, demands, detriments, cost charges and expenses (including attorney's fees) and causes of action of whatsoever character which the Employer may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by Cigna, its affiliates, subcontractors or agents under this contract. Notwithstanding the above, Cigna's duty to indemnify, defend and hold Employer harmless shall not extend to acts or omissions of the Employer, its officers, directors, or employees or to acts or omissions of non-employee participating providers who provide services in any network for Employer's Plan hereunder.

ARTICLE XVI. INDEPENDENT CONTRACTOR

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

ARTICLE XVII. TERMINATION

A. This Contract may be terminated only as follows:

1. By mutual agreement of the parties.
2. By the Employer in the event of a material breach of the Contract by Cigna. For purposes of the paragraph, a material breach is a violation or nonperformance of a Contract term that is substantial and significant or that may result in a liability to the Employer. The Employer shall give Cigna written notice of its intention to terminate ("Notice of Intent") the Contract pursuant to this Article, which Notice of Intent shall specify the duties and responsibilities that Cigna has failed to perform. Thereupon, Cigna shall have a period of THIRTY (30) DAYS following receipt of said Notice of

Intent to cure such failure or failures or, in the alternative, to provide a Corrective Action Plan to reach such objective. If Cigna cures such failure or failures in conformance with the requirements of the Contract and within said 30-day period, the Notice of Intent shall be deemed rescinded. If, however, Cigna fails to cure such failure or failures within said 30-day period, this Contract shall terminate upon the lapse of the 30-day period, unless the parties shall otherwise agree in writing. In the event of termination under this paragraph, the Employer shall be entitled to compensation for all liabilities resulting from the material breach causing termination.

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

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

4. Termination in the event of non-payment of premium will be governed by Addendum 1 attached hereto.

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

ARTICLE XVIII. GOVERNING LAW

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

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

ARTICLE XIX. WAIVERS AND AMENDMENTS

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

ARTICLE XX. AUTHORITY

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

ARTICLE XXI. CONDITION PRECEDENT

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

ARTICLE XXII. NON-DISCRIMINATION

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

ARTICLE XXIII. CONFLICT OF INTEREST

Cigna covenants that it is:

- (1) Not a territorial officer or employee (i.e., the Governor, Lieutenant Governor, member of the Legislature or any other elected territorial official; or an officer or employee of the legislative, executive or judicial branch of the Government or any agency, board, commission or independent instrumentality of the Government, whether compensation on a salary, fee or contractual basis); or
- (2) a territorial officer or employee and, as such, has:
 - (i) familiarized itself with the provisions of Title 3, Chapter 37, Virgin Islands Code, pertaining to conflicts of interest, including the penalties provision set forth in section 1108 thereof;
 - (ii) not made, negotiated or influenced this contract, in its official capacity;
 - (iii) no financial interest in the contract as that term is defined in section 1101 (1) of said Code chapter.

ARTICLE XXIV. ENTIRE AGREEMENT.

This agreement and the attached addenda and exhibits, which are incorporated herein by reference, constitute the complete understanding and agreement of the parties. There are no other representations, covenants or understandings other than those included or incorporated herein by reference. This agreement shall not be amended, changed or modified except if done in writing and fully executed by the parties. In the event of a conflict between the terms and provisions of this agreement and any addendum or exhibits attached to this agreement, the terms and provisions of this agreement shall prevail. With

respect to the Policy and or certificate of insurance attached as an exhibit to Addendum 2, any item not explicitly discussed in this document which is discussed in said exhibit shall be controlled by the terms of said exhibit.

ARTICLE XXV. NOTICE

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

Employer

Chief, Group Insurance Program
Virgin Islands Division of Personnel
3438 Kronprindsens Gade
GERS Complex, 3rd Floor
St. Thomas, Virgin Islands 00802

Cigna

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

ARTICLE XXVI. DEBARMENT CERTIFICATION

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

ARTICLE XXVII. FALSE CLAIMS

The parties warrant that they shall not, with respect to this Agreement, make or present any claim upon or against the other party, knowing such claim to be false, fictitious

or fraudulent. Both parties acknowledge that making such a false, fictitious, or fraudulent claim is an offense under Virgin Islands law.

ARTICLE XXVIII. COUNTERPARTS AND FACSIMILE


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

[THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK]

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

Witness:


Laura Gosling

Cigna


Yesenia Sanchez
General Manager

Date: 8/23/23

Witness: Government of the Virgin Islands Health Insurance Board of Trustees

Beverly A. Joseph
Chairperson
Date: _____

Witness: Virgin Islands Port Authority

Carlton Dowe
Executive Director
Date: _____

Witness: University of the Virgin Islands

David Hall, Ph.D.,
President
Date: _____

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

Witness: Cigna

Yessenia Sanchez
General Manager

Date: _____

Witness: Government of the Virgin Islands Health Insurance Board of Trustees



Beverly A. Joseph
Chairperson

Date: 8-25-23

Witness: Virgin Islands Port Authority

Carlton Dowe
Executive Director

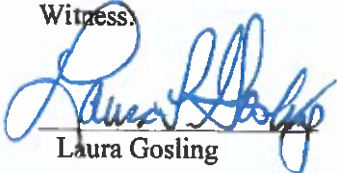

Date: _____

Witness: University of the Virgin Islands


David Hall, Ph.D.,
President

Date: _____

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

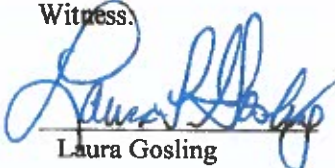
Witness:  Cigna
Laura Gosling 
Yesenia Sanchez
General Manager Date: 8/23/23

Witness: _____ Government of the Virgin Islands Health Insurance Board of Trustees
Date: _____
Beverly A. Joseph
Chairperson


Witness:  Virgin Islands Port Authority
Carlton Dowe
Executive Director Date: 9/1/2023

Witness: _____ University of the Virgin Islands
Date: _____
David Hall, Ph.D.,
President

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

Witness:


Laura Gosling

Cigna


Yesenia Sanchez
General Manager

Date: 8/23/23

Witness:

Government of the Virgin Islands Health Insurance Board of Trustees

Date: _____


Beverly A. Joseph
Chairperson

Witness:

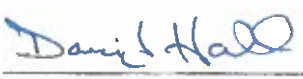
Virgin Islands Port Authority

Date: _____

Carlton Dowe
Executive Director

Witness:


University of the Virgin Islands



David Hall, Ph.D.,
President

Date: 9/5/2023

Witness:

[Handwritten Signature]

Virgin Islands Housing
Authority

[Handwritten Signature]
Robert Graham, CPM

Date: 9/5/23

Witness:

Frederiksted Health Care,
Inc.

Masserae Sprauve-Webster
Chief Executive Officer

Date: _____

Witness: Virgin Islands Housing Authority

Robert Graham, CPM Date: _____

Witness: Frederiksted Health Care, Inc.

Cherene Powell Charles [Signature] Date: 8/31/2023
8/31/23 Massrac Sprauve-Webster
Chief Executive Officer

Approved as to Legal Sufficiency

Department of Justice

By: [Signature] Date: 9/7/23
Assistant Attorney General

Approved:

[Signature] Date: 9/14/23
Honorable Albert Bryan, Jr.
Governor of the Virgin Islands

Approved:

Novelle E. Francis Jr.,
President, 35th Legislature of
the Virgin Islands Date: _____

ADDENDUM 1
TRADITIONAL FUNDING ARRANGEMENT

Article I Funding Arrangement

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

Article II Definitions

- "Benefit Program" is the program of dental benefits found at Addendum 2 of the Agreement.
- "Covered Services" are those services or supplies specified in the Benefit Program for which benefits will be provided.
- "Premium Due Date" means the first day of the month for which premium is due.
- "Run-Offs" means any claim incurred under the insured policy issued by Cigna, which claim was incurred, but not processed, prior to termination of this Agreement. All such Run-Offs shall be the obligation of Cigna.
- "Subscriber" means an employee, retiree, or person eligible for coverage or the dependent of an employee, retiree or person eligible for coverage whose coverage under the Benefit Program has become effective.
- "Subscriber's Share" means the amount of deductible, coinsurance, copayment, and other liabilities required to be paid by the Subscriber under the Benefit Program. Subscriber's Share does not mean an amount payable by the Subscriber as a result of balance billing by a provider of services or supplies. If after Subscriber's Share is paid, an adjustment is made to the amount payable, paid, or charged for a particular service or supply, Subscriber's Share will not reflect the adjustment.

Contractor's Initials Y.S.

Article III Obligations of the Employer

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

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

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

In addition, the parties will establish a documented electronic eligibility process, with "default logic" as a safeguard against occasional errors in communicating changes in eligibility in the manner described in the preceding paragraphs. This default cancel process shall not be effective until reduced to a written protocol signed by Employer and Cigna. The default cancel process may be terminated by Cigna if Cigna determines that too many exceptions are occurring. Employer

acknowledges that default cancel creates an assumed termination that will generally be a date later than the termination date reflected in Employer's eligibility system. In the event of terminations due to default cancel logic, the assumed termination date shall be used to process claims and for the payment of premium including the determination of any premium credits.

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

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

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

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

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

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

The Employer and Cigna acknowledge that the written consent of Subscribers may be required by statute before the release of confidential medical information necessary to substantiate the payment of fees for health care services or supplies provided to Subscribers or otherwise necessary to Cigna's performance of obligations under this Agreement. The Employer agrees to obtain and maintain

these consents on file. The Employer will produce these consents upon request by Cigna, or its designees, and permit Cigna or its designees to audit these consents upon 48 hours' notice. The Employer and Cigna recognize that failure to produce such consents could result in harm to Cigna. Accordingly, it is hereby agreed and understood that, absent provision by Employer to Cigna of the consents referenced herein, Cigna shall have no obligation to provide the Employer with any patient-identifiable information. Employer agrees, to the extent permitted by law, to indemnify Cigna and hold it harmless for any damages, expenses, or liabilities, which may accrue due to a failure on the part of Employer to fulfill its obligations under this provision.

Article IV Obligations of Cigna

- A. Cigna will review, evaluate, adjudicate, process, determine whether benefits are due regarding, and pay or not pay claims for benefits under the Benefit Program that are related to services and supplies provided during the term of the Agreement.
- B. Cigna will provide the Employer the claims reports of the types and with the frequencies set for in the Agreement. Cigna may adjust all such information provided to the Employer to prevent the disclosure of the identity of any Subscriber or other patient who is the subject of the information.
- C. As provided in the Agreement, Cigna will prepare a booklet summarizing the benefits available to Subscribers under the Benefit Program.
- D. The obligations of Cigna set forth in this Addendum which are performable outside of Cigna's geographic service area may be subcontracted to another provider that is located in or authorized to perform the obligations in the relevant geographic service area.
- E. Cigna may seek recovery of payments made to ineligible persons or to providers for services rendered to ineligible persons.

- F. Cigna will maintain current individual benefit records on all Subscribers.

Article V Payment Terms

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

Article VI Confidential Information

- During and after the term of this Agreement the Employer will not release and will protect all Confidential Information that it receives or becomes aware of pursuant to or in the course of the performance of the obligations of this Agreement except pursuant to:
 - Virgin Islands or federal law;
 - court order;

- this Agreement;
 - another agreement between the parties specifically regarding the subject matter of this Paragraph;
 - and as necessary to establish and maintain the Benefit Program.
- B. As used in this Article, "Confidential Information" includes, but is not limited to, the business practices, strategies, developments, know-how, procedures, methods, methodologies, provider relationships, and systems used by Cigna to conduct its business, to process claims, and to otherwise administer the Benefit Program.
- C. During and after the term of this Agreement, the Employer will not release and will protect all Confidential Information unless released pursuant to an agreement between the parties or as necessary to establish and maintain the Benefit Program.
- If the Employer releases Confidential Information contrary to the terms of this Article, the Employer will take all steps necessary to assure that the person to whom the Confidential Information is released does not release and does protect the Confidential Information.
 - A breach of the terms of this Article will cause immediate and irreparable harm to Cigna. As such, in addition to any other rights or remedies available at law or in equity, Cigna is entitled to injunctive relief to restrain or enjoin such breach.

Article VII Health Information

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

- this Agreement;
- another agreement between the parties specifically regarding the subject matter of this Paragraph;
- and as necessary to establish and maintain the Benefit Program.

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

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

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

C. During and after the term of this Agreement, the Employer will not release and will protect all Health Information unless released pursuant to applicable Virgin Islands and U.S. laws or regulations. Releases of such information may require the consent of the individual who is the subject of the information and improper releases may be subject to penalty.

D. To the extent permitted by applicable law, the Employer will, to the extent permitted by law, indemnify, hold harmless and release Cigna, its directors, officers, employees, subcontractors, principals, and agents (Cigna) against any and all liabilities, losses, obligations, risks expenses (including attorneys' fees), costs, damages, and judgments, and against any and all claims and actions actually or allegedly based upon, arising out of, or in any way connected with:

- Cigna's disclosure of Health Information to the Employer or any agent of the Employer; or
 - disclosure or use of Health Information by the Employer or agent, regardless of the source of the Health Information.
- E. If any applicable law or regulation is enacted, or a decision of a regulatory agency or judicial body is issued which prohibits Cigna from disclosing Health Information, Cigna shall be relieved of its obligations under this Agreement, to the extent required by the law or decision.
- F. The obligations of this Article shall survive the termination or expiration of this Article or the Agreement.

Article VIII Liability and Notice of Cause of Action

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

EXHIBIT "A"
to Addendum No. 1

PREMIUM RATES:

Commencing October 1, 2023, premium rates shall be set at the following monthly rates.

Tier	Monthly Premium
Active Employees	\$19.82
Retirees	\$19.82
Family (Active and Retiree)	\$50.56

Contractor's Initials Y.S.

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, 2023, through September 30, 2024.

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.

Contractor's Initials Y.S.

EXHIBIT "A"
to Addendum No. 2

Contractor's Initials Y.S.

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.

SERVICE

<u>Claim Time-to-Process</u>	<u>Amount At Risk</u>
Dental Time to Process. Measured for the Term of the Agreement, results will meet or exceed: 92% of Claims processed w/in 10 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: 99% of Claims processed w/in 20 Business Days. Results measured at Account Level.	\$10,000.00
<u>Financial Accuracy</u>	<u>Amount At Risk</u>
Dental Financial Accuracy. Measured for the Term of the Agreement, results will meet or exceed: 99% of total audited Claim dollars are correctly paid. Results measured at Account Level.	\$10,000.00
<u>Payment Accuracy</u>	<u>Amount At Risk</u>
Dental Payment Accuracy. Measured for the Term of the Agreement, results will meet or exceed: 97% of total audited Claims are correctly paid. Results measured at Account Level.	\$10,000.00
<u>Average Speed of Answer</u>	<u>Amount At Risk</u>
Dental ASA. Measured for the Term of the Agreement, results will not exceed: 30 seconds to answer a phone call. Results measured at Special Account Queue.	\$10,000.00
<u>Call Abandonment Rate</u>	<u>Amount At Risk</u>
Dental Call Abandonment Rate. Measured for the Term of the Agreement, results will not exceed: 3% of calls received by Call Center(s) terminated. Results measured at Special Account Queue.	\$10,000.00

Contractor's Initials Y.S.

Account Management

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

ADDENDUM NO. 4

Forces Majeure or Majesture

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

Article I Notice

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

Article II In the Event Cigna Cannot Perform

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

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

Operations established pursuant to this section should be in place to handle not only ongoing claims issues, but historic claims and customer service issues that may arise due to ongoing service. The following services shall be included in such operations:

Pre-authorizations

Medical Case Management

Coordinated transfer of cases to the US Mainland

PPO Network management

Payment of claims

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

Article III In the Event the Employer Cannot Perform

a. Non-financial obligations

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

b. Financial Obligations

In the event the Employer cannot reasonably perform its financial obligations within the time periods allotted in the Agreement (e.g. the 45 day "grace period") due to Forces Majeure or Majesture events, the Employer shall immediately notify Cigna and shall immediately request a "90 Day Premium Delay." Such notice shall be mailed within 30 days of the occurrence of the Forces Majeure or Majesture.

Article IV 90 Day Premium Delay

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

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

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

a. Cigna Obligations

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

- to the period during which the 90 Day Premium Delay was in effect, and during which premiums were not received;
- then to any period after the 90 Day Premium Delay for which premiums were not collected;
- finally to any current or future period for which premiums are due.

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

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

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

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

b. Agreement Provisions Applicable

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

c. 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.

d. 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.

e. 90 Day Premium Delay Inapplicable

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

Article V. Continuing Responsibilities

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

ADDENDUM NO. 5
LOCAL SERVICE CENTERS
IN THE VIRGIN ISLANDS

Article I Days and Hours of Operation

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

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

Article II Services Provided

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

- a. Customer Services
- provide telephone customer assistance
 - enrollment assistance
 - location of participating providers
 - pre-certification assistance
 - claim resolution assistance
 - accept and input "paperless" claims
 - walk-in service
 - replacement of ID cards for a nominal fee.

Contractor's Initials Y.S.

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.

Contractor's Initials Y.S.

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.

Contractor's Initials Y.S.

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 affect the cost of this program; and

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

Therefore the parties agree as follows:

1. Cigna is permitted to review its premium rates should legislation be enacted, or regulations adopted, after the signing of the Agreement and prior to the anniversary date of the Agreement which requires changes in the way the Government Program is administered, or in the benefit structure of the program, and for which the premium rates quoted by Cigna do not provide. Such changes in benefits or administration includes but is not limited to:
 - a. changes in the way claims are processed;
 - b. affecting the way Cigna may contract with providers, including Cigna to do business with any particular provider or group of providers (like a PPO);
 - c. requiring changes in the amount providers may be reimbursed;
 - d. mandating benefits or services that must be covered or the level of coverage to be provided;
 - e. any other requirement which affects the cost of the program.
2. Cigna shall notify the Government of the results of its review within 90 days after the adoption of such legislation or regulations.
3. Cigna may adjust the premium rates quoted to the Government to reflect changes in costs due to any statutory or regulatory requirements.

Contractor's Initials Y.S.

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.

Company #: 1115867

**GOVERNMENT OF THE VIRGIN ISLANDS
OF THE UNITED STATES
OFFICE OF THE LIEUTENANT GOVERNOR
Division of Banking, Insurance, and Financial Regulation**

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:

Life
Accident
Health
Annuities

NOW, THEREFORE, I **Tregenza A. Roach Esq.**, 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, 2023 to December 31, 2023. 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.



TREGENZA A. ROACH ESQ.
Lieutenant Governor / Insurance Commissioner



**HEALTHSPRING LIFE & HEALTH INSURANCE COMPANY, INC.
CIGNA HEALTH AND LIFE INSURANCE COMPANY
EVERNORTH DIRECT HEALTH, LLC**

SECRETARY'S CERTIFICATE

The undersigned, a duly elected Assistant Secretary of HealthSpring Life & Health Insurance Company, Inc. ("HSL&H"), Cigna Health and Life Insurance Company ("CHLIC") and Evernorth Direct Health, LLC ("EDH"), does hereby represent and certify that the following resolutions were adopted by the Board of Directors of HSL&H on March 27, 2023, CHLIC on March, 23, 2023 and by the Sole Manager of EDH on February 20, 2023 and that such resolutions remains in full force and effect as of the date hereof, not having been amended, modified or rescinded since the date of its adoption:

RFP Signature Authorization

RESOLVED, that any officer of the Company or person holding the title of Regional Growth Leader, Market Growth Leader, or President of Government & Education for the Company or any of its subsidiaries or affiliates is hereby authorized to enter into and sign requests for proposal responses and any related documents on behalf of the Company.

It is hereby further certified that Yesenia Sanchez is a Vice President of CHLIC having been elected by the Board of Directors on June 28, 2021.

It is hereby further certified that Yesenia Sanchez holds the business title of Market Growth Leader for HSL&H and EDH or any subsidiaries or affiliates related thereto and is authorized to enter into and sign documentation as an Authorized Signatory as set forth in the aforementioned resolution.

IN WITNESS WHEREOF, I hereunto set my hand on this 29th day of March, 2023.

Susan M. Metrow
Susan M. Metrow, Assistant Secretary



**GOVERNMENT OF
THE VIRGIN ISLANDS OF THE UNITED STATES
GESC/HEALTH INSURANCE
BOARD OF TRUSTEES
P.O. Box 11177
St. Thomas, Virgin Islands 00801**

August 28, 2023

Honorable Albert Bryan, Jr.
Governor of the Virgin Islands
Government House
Nos. 21-22 Kongens Gade
St. Thomas, VI 00802

**RE: Justification Letter - GESC/Health Insurance Board of Trustees Dental Coverage effective
October 1, 2023**

Dear Governor Bryan:

The Government Employees Service Commission (GESC) Health Insurance Board of Trustees ("Board") acting as the sole body overseeing the operation of the Government employees' health and other benefit plans, has recently completed a Request for Proposals (RFP) for competitive bids as required by statute for insurance services which included Medical and Prescription Drug coverage for active employees and retirees, Employee Assistance Program, Dental, Vision, Life and Accidental Death & Dismemberment (AD&D) plans.

The RFP was released on March 15, 2023, and bids were received through April 24, 2023. Advertisements were released nationally and also in the St. Croix, St. John, and St. Thomas Source publications from March 15 through April 14, 2023.

Through the RFP process, the Board received two (2) responses for medical and prescription drug insurance for both active employees and the under 65 retiree population, two (2) responses for dental insurance, one (1) response for vision insurance, and three (3) responses for life and AD&D insurance.

The RFP evaluations were reviewed at the Board's May meeting and finalist meetings were held in-person at the Board's meeting in June.

Based upon the most recent medical claims experience report through July 2023, the dental claims expenditures are 96% of the medical plans' premiums, exclusive of other plan expenditures such as administrative costs. The losses have increased 14% from the prior period, so the Board was anticipating a 10-15% increase in premiums to cover future claims and expenses based upon an analysis by our Consultant, Gehring Group.

We received two responses for our dental coverage which covers all active employees as well as pre- and post-65 retirees. One from Cigna Healthcare (incumbent) and one from MetLife. Cigna's initial response was a no increase in premiums while providing a premium rate cap of 3% for year two. In addition, Cigna proposed increasing our annual maximum from \$1,250 to \$1,500 per year. MetLife proposed a 5% increase in premiums while matching the existing benefits with a two-year rate guarantee.

After finalist presentations the Board voted unanimously to begin contract negotiations with Cigna Healthcare.

Since the premiums will remain the same for the upcoming fiscal year the overall impact to the Central Government will be approximately \$4.02 million based upon the existing cost-share with employees and retirees.

In addition to the above financial implications, the Board was able to negotiate enhancements to the dental plan assuming we renew our medical coverage with Cigna:

- Introducing Dental Wellness Plus Program
 - When a participant receives preventive care under the dental plan (cleanings/oral exams/x-rays), their annual dollar maximum increases the next plan year.
 - Participants could add \$200 per year.
 - The Wellness Plus Calendar Year Program is as follows:
 - Year 1 - \$1,550 Annual Maximum
 - Year 2 - \$1,750 Annual Maximum
 - Year 3 - \$1,950 Annual Maximum
 - Year 4 - \$2,150 Annual Maximum
- There will be premium rate caps not to exceed 3% of current premiums for years two and three of this contract and additional rate caps not to exceed 6% of the previous years premiums for years four and five of the contract; and
- Placing \$100,000 in premiums at risk for performance guarantees.

The Board believes it was able to negotiate the overall lowest cost for both the Government, and its employees and retirees, all while maintaining a viable benefit offering.

Sincerely,



Beverly A. Joseph
Chairperson, GESC/Health Insurance Board of Trustees

pc: GESC Health Insurance Board Members
Cindy Richardson, Director of Personnel
Valerie Clarke-Daley, Chief, Group Health Insurance
Ian S.A. Clement, Assistant Attorney General, Solicitor General Division

Gehring Group Consultant

**Government of The Virgin Islands of the United States
Central Government & GERS Group Health Projected Budget
Fiscal Year: October 1, 2023 - September 30, 2024**



Plan	Coverage Type	Enrollment	2022-2023 Estimated FY		2022-2023 Estimated FY		2023-2024 Projected FY		2023-2024 Projected FY	
			Total Premium	Employer Share	Employee Share	Total Premium	Employer Share	Total Premium	Employee Share	
Active Employees										
Medical	Employee	3,307	\$ 38,214,898	\$ 27,896,876	\$ 10,318,023	\$ 38,214,898	\$ 27,896,876	\$ 10,318,023	\$ 38,214,898	\$ 27,896,876
	Family	3,755	\$ 75,873,830	\$ 55,387,896	\$ 20,485,934	\$ 75,873,830	\$ 55,387,896	\$ 20,485,934	\$ 75,873,830	\$ 55,387,896
Dental	Employee	3,307	\$ 786,537	\$ 589,903	\$ 196,634	\$ 786,537	\$ 589,903	\$ 196,634	\$ 786,537	\$ 589,903
	Family	3,722	\$ 2,258,212	\$ 1,693,659	\$ 564,553	\$ 2,258,212	\$ 1,693,659	\$ 564,553	\$ 2,258,212	\$ 1,693,659
	Basic	7,848	\$ 170,459	\$ 170,459	\$ -	\$ 170,459	\$ 170,459	\$ -	\$ 170,459	\$ 170,459
	Voluntary	5,827	\$ 2,123,357	\$ -	\$ 2,123,357	\$ 2,123,357	\$ -	\$ 2,123,357	\$ 2,123,357	\$ -
	Spouse	1,198	\$ 115,473	\$ -	\$ 115,473	\$ 115,473	\$ -	\$ 115,473	\$ 115,473	\$ -
	Child(ren)	2,610	\$ 20,984	\$ -	\$ 20,984	\$ 20,984	\$ -	\$ 20,984	\$ 20,984	\$ -
Vision	Employee	5,154	\$ 244,918	\$ -	\$ 244,918	\$ 244,918	\$ -	\$ 244,918	\$ 244,918	\$ -
	Family	3,721	\$ 466,167	\$ -	\$ 466,167	\$ 466,167	\$ -	\$ 466,167	\$ 466,167	\$ -
TOTAL - Active Employees			\$ 120,274,835	\$ 85,738,792	\$ 34,536,043	\$ 120,199,495	\$ 85,663,451	\$ 34,536,043	\$ 120,199,495	\$ 85,663,451
\$ Amount Increase/(Decrease)						\$ (75,341)	\$ (75,341)	\$ -	\$ (75,341)	\$ (75,341)
% Amount Increase/(Decrease)						-0.1%	-0.1%	0.0%	-0.1%	-0.1%
Retirees										
Under 65 Medical	Retiree	773	\$ 11,581,272	\$ 8,454,328	\$ 3,126,943	\$ 11,581,272	\$ 8,454,328	\$ 3,126,943	\$ 11,581,272	\$ 8,454,328
	Retiree Dependents	374	\$ 5,603,358	\$ 4,090,451	\$ 1,512,907	\$ 5,603,358	\$ 4,090,451	\$ 1,512,907	\$ 5,603,358	\$ 4,090,451
	Family	577	\$ 15,450,768	\$ 11,279,060	\$ 4,171,707	\$ 15,450,768	\$ 11,279,060	\$ 4,171,707	\$ 15,450,768	\$ 11,279,060
Over 65 Medical	Medicare Advantage	6,513	\$ 19,557,757	\$ 12,908,120	\$ 6,649,638	\$ 19,557,757	\$ 12,908,120	\$ 6,649,638	\$ 19,557,757	\$ 12,908,120
Dental	Retiree	4,874	\$ 1,159,198	\$ 869,399	\$ 289,800	\$ 1,159,198	\$ 869,399	\$ 289,800	\$ 1,159,198	\$ 869,399
	Family	1,900	\$ 1,152,595	\$ 864,446	\$ 288,149	\$ 1,152,595	\$ 864,446	\$ 288,149	\$ 1,152,595	\$ 864,446
	Basic	8,242	\$ 659,195	\$ 659,195	\$ -	\$ 659,195	\$ 659,195	\$ -	\$ 659,195	\$ 659,195
	Voluntary	6,466	\$ 7,017,974	\$ -	\$ 7,017,974	\$ 7,017,974	\$ -	\$ 7,017,974	\$ 7,017,974	\$ -
	Spouse	1,428	\$ 563,825	\$ -	\$ 563,825	\$ 563,825	\$ -	\$ 563,825	\$ 563,825	\$ -
	Child(ren)	485	\$ 3,899	\$ -	\$ 3,899	\$ 3,899	\$ -	\$ 3,899	\$ 3,899	\$ -
Vision	Retiree	1,061	\$ 50,419	\$ -	\$ 50,419	\$ 50,419	\$ -	\$ 50,419	\$ 50,419	\$ -
	Family	346	\$ 43,347	\$ -	\$ 43,347	\$ 43,347	\$ -	\$ 43,347	\$ 43,347	\$ -
TOTAL - Retirees			\$ 62,843,606	\$ 39,124,999	\$ 23,718,607	\$ 62,515,739	\$ 38,797,133	\$ 23,718,607	\$ 62,515,739	\$ 38,797,133
\$ Amount Increase/(Decrease)						\$ (327,867)	\$ (327,867)	\$ -	\$ (327,867)	\$ (327,867)
% Amount Increase/(Decrease)						-0.5%	-0.8%	0.0%	-0.5%	-0.8%
TOTAL - Active Employees & Retirees			\$ 183,118,442	\$ 124,863,791	\$ 58,254,650	\$ 182,715,234	\$ 124,460,584	\$ 58,254,650	\$ 182,715,234	\$ 124,460,584
\$ Amount Increase/(Decrease)						\$ (403,208)	\$ (403,208)	\$ -	\$ (403,208)	\$ (403,208)
% Amount Increase/(Decrease)						-0.2%	-0.3%	0.0%	-0.2%	-0.3%

Notes:

- A. Projected Budget assumes Actual Premium Rates Negotiated in GFSC RFP No. 2023-01.
- B. Over 65 Medical is 9-months of the fiscal year (effective January 1, 2024).
- 1. Estimated FY Total Premium may vary based upon actual enrollment for the remainder of current Fiscal Year & proposed Fiscal Year.
- 2. Costs account for Senate funded subsidies for FY2019-2020; FY2020-2021; FY2021-2022; & FY2022-2023.

Cigna Dental Benefit Summary
The Government of the US Virgin Islands - VI
Plan Renewal Date: 10/01/2023



Insured by: Cigna Health and Life Insurance Company

This material is for informational purposes only and is designed to highlight some of the benefits available under this plan. Consult the plan documents to determine specific terms of coverage relating to your plan. Terms include covered procedures, applicable waiting periods, exclusions and limitations.

Receiving regular dental care can not only catch minor problems before they become major and expensive to treat - it may even help improve your overall health. Gum disease is increasingly being linked to complications for pre-term birth, heart disease, stroke, diabetes, osteoporosis and other health issues. That's why this dental plan includes Cigna Dental WellnessPlusSM features. When you or your family members receive any preventive care service in one plan year, the annual dollar maximum will increase in the following plan year. When you or your family members remain enrolled in the plan and continue to receive preventive care, the annual dollar maximum will increase in the following plan year, until it reaches the level specified below. Please refer to your plan materials for additional information on this plan feature. **Your plan allows you to see any licensed dentist, but using an in-network dentist may minimize your out-of-pocket expenses.**

Cigna Dental PPO				
Network Options	In-Network: Cigna DPPO Advantage Network		Out-of-Network: Non-Network Reimbursement	
Reimbursement Levels	Based on Contracted Fees		Scheduled Amount	
WellnessPlusSM Progressive Maximum Benefit: When you or your family members receive any preventive care service during one plan year, the annual dollar maximum will increase in the following plan year; until it reaches the highest level specified below. Please refer to your plan materials for additional information on this plan feature.				
Calendar Year Benefits Maximum Applies to: Class I, II & III expenses	Year 1: \$1,550 Year 2: \$1,750 Year 3: \$1,950 Year 4 & Beyond: \$2,150		Year 1: \$1,550 Year 2: \$1,750 Year 3: \$1,950 Year 4 & Beyond: \$2,150	
Calendar Year Deductible Individual Family	\$25 \$100		\$25 \$100	
Benefit Highlights	Plan Pays	You Pay	Plan Pays	You Pay
Class I: Diagnostic & Preventive Oral Evaluations Prophylaxis: routine cleanings X-rays: routine X-rays: non-routine Fluoride Application Sealants: per tooth Space Maintainers: non-orthodontic Emergency Care to Relieve Pain (Note: This service is administrated at the in network coinsurance level.)	100% No Deductible	No Charge	75% No Deductible	25% No Deductible
Class II: Basic Restorative Restorative: fillings Endodontics: minor and major Periodontics: minor and major Oral Surgery: minor and major Anesthesia: general and IV sedation Repairs: bridges, crowns and inlays Repairs: dentures Denture Relines, Rebases and Adjustments	80% After Deductible	20% After Deductible	50% After Deductible	50% After Deductible
Class III: Major Restorative Inlays and Onlays Crowns: prefabricated stainless steel / resin Crowns: permanent cast and porcelain Bridges and Dentures	50% After Deductible	50% After Deductible	40% After Deductible	60% After Deductible
Class IV: Orthodontia Coverage for Dependent Children to age 25 Lifetime Benefits Maximum: \$1,000	50% After Deductible	50% After Deductible	40% After Deductible	60% After Deductible

Benefit Plan Provisions:	
In-Network Reimbursement	For services provided by a Cigna Dental PPO network dentist, Cigna Dental will reimburse the dentist according to a Fee Schedule or Discount Schedule.
Non-Network Reimbursement	For services provided by a non-network dentist, Cigna Dental will reimburse according to the Scheduled Amount. The dentist may balance bill up to their usual fees.
Cross Accumulation	All deductibles, plan maximums, and service specific maximums cross accumulate between in and out of network. Benefit frequency limitations are based on the date of service and cross accumulate between in and out of network.
Calendar Year Benefits Maximum	The plan will only pay for covered charges up to the yearly Benefits Maximum, when applicable. Benefit-specific Maximums may also apply.
Calendar Year Deductible	This is the amount you must pay before the plan begins to pay for covered charges, when applicable. Benefit-specific deductibles may also apply.
Pretreatment Review	Pretreatment review is available on a voluntary basis when dental work in excess of \$300 is proposed.
Alternate Benefit Provision	When more than one covered Dental Service could provide suitable treatment based on common dental standards, Cigna HealthCare will determine the covered Dental Service on which payment will be based and the expenses that will be included as Covered Expenses.
Oral Health Integration Program*	The Cigna Dental Oral Health Integration Program offers enhanced dental coverage for customers with certain medical conditions. There is no additional charge to participate in the program. Those who qualify can receive reimbursement of their coinsurance for eligible dental services. Eligible customers can also receive guidance on behavioral issues related to oral health. Reimbursements under this program are not subject to the annual deductible, but will be applied to the plan annual maximum. For more information on how to enroll in this program and a complete list of terms and eligible conditions, go to www.mycigna.com or call customer service 24/7 at 1-800-Cigna24.
Timely Filing	Out of network claims submitted to Cigna after 365 days from date of service will be denied.
Benefit Limitations:	
Missing Tooth Limitation	For teeth missing prior to coverage with Cigna, the amount payable is 50% of the amount otherwise payable until covered for 24 months; thereafter, considered a Class III expense.
Oral Evaluations/Exams	2 per calendar year.
X-rays (routine)	Bitewings: 2 per calendar year.
X-rays (non-routine)	Complete series of radiographic images and panoramic radiographic images: Limited to a combined total of 1 per 36 months.
Diagnostic Casts	Payable only in conjunction with orthodontic workup.
Cleanings	2 per calendar year, including periodontal maintenance procedures following active therapy.
Fluoride Application	2 per calendar year for children under age 19.
Sealants (per tooth)	Limited to posterior tooth. 1 treatment per tooth every 24 months for children under age 19.
Space Maintainers	Limited to non-orthodontic treatment for children under age 19.
Crowns, Bridges, Dentures and Partials	Replacement every 60 months if unserviceable and cannot be repaired. Benefits are based on the amount payable for non-precious metals. No porcelain or white/tooth-colored material on molar crowns or bridges.
Denture and Bridge Repairs	Reviewed if more than once.
Denture Relines, Rebases and Adjustments	Covered if more than 6 months after installation.
Benefit Exclusions:	
Covered Expenses will not include, and no payment will be made for the following:	
<ul style="list-style-type: none"> • Procedures and services not included in the list of covered dental expenses; • Diagnostic: cone beam imaging; • Preventive Services: instruction for plaque control, oral hygiene and diet; • Restorative: veneers of porcelain, ceramic, resin, or acrylic materials on crowns or pontics on or replacing the upper and or lower first, second and/or third molars; • Periodontics: bite registrations; splinting; • Prosthodontic: precision or semi-precision attachments; • Implants: implants or implant related services; • Procedures, appliances or restorations, except full dentures, whose main purpose is to change vertical dimension, diagnose or treat conditions of dysfunction of the temporomandibular joint (TMJ), stabilize periodontally involved teeth or restore occlusion; • Athletic mouth guards; • Services performed primarily for cosmetic reasons; • Personalization or decoration of any dental device or dental work; 	

- Replacement of an appliance per benefit guidelines;
- Services that are deemed to be medical in nature;
- Services and supplies received from a hospital;
- Drugs: prescription drugs;
- Charges in excess of the Scheduled Amount.

This document provides a summary only. It is not a contract. If there are any differences between this summary and the official plan documents, the terms of the official plan documents will prevail.

Product availability may vary by location and plan type and is subject to change. All group dental insurance policies and dental benefit plans contain exclusions and limitations. For costs and details of coverage, review your plan documents or contact a Cigna representative.

A copy of the NH Dental Outline of Coverage is available and can be downloaded at [Health Insurance & Medical Forms for Customers | Cigna under Dental Forms](#).

All Cigna products and services are provided exclusively by or through operating subsidiaries of Cigna Corporation, including Cigna Health and Life Insurance Company (CHLIC), Connecticut General Life Insurance Company, and Cigna Dental Health, Inc.

© 2023 Cigna / version 03062023

CERTIFICATE OF REDOMESTICATION

INSURANCE COMPANY REDOMESTICATION TO CONNECTICUT

Office of the Secretary of the State

MAILING ADDRESS:
Commercial Recording Division
Connecticut Secretary of the State
P.O. Box 150470
Hartford, CT 06115-0470
860-509-6003

DELIVERY ADDRESS:
Commercial Recording Division
Connecticut Secretary of the State
30 Trinity Street
Hartford, CT 06106
860-509-6003

Certificate of Authorization from Insurance Commissioner and a certified copy of the original Articles of Incorporation must be filed with this certificate.

FEE: \$100.00 (plus franchise tax)

Space For Office Use Only

Make Checks Payable To "Secretary of the State"

FILING #0004114403 PG 01 OF 30 VOL B-01379
FILED 03/05/2010 12:30 PM PAGE 02807
SECRETARY OF THE STATE
CONNECTICUT SECRETARY OF THE STATE

1. NAME OF INSURANCE COMPANY:

Alta Health & Life Insurance Company

2. CHARTER HISTORY OF CORPORATION (including date and place of incorporation, name change information and information regarding change of domicile state):

The corporation was originally incorporated on May 2, 1963 as "Orange State Life Insurance Company" under the laws of the State of Florida. On June 15, 1982, the corporation's name was changed to "Home Life Financial Assurance Corporation." On August 1, 1994, the corporation transferred its state of domicile from the State of Florida to the State of Ohio. On March 21, 1996, the corporation changed its corporate name to "Anthem Health & Life Insurance Company" and it transferred its state of domicile from the State of Ohio to the State of Indiana. On July 19, 1999, the corporation's name was changed to "Alta Health & Life Insurance Company."

3. APPROVALS:

The corporation's redomestication to Connecticut was approved by the Insurance Commissioner of the State of
Indiana

(State from which corporation is redomesticating)

The corporation's redomestication was approved by the Insurance Commissioner of the State of Connecticut as demonstrated by such Commissioner's Certificate of Approval included herewith.

(Please reference an 8 1/2 X 11 attachment if additional space is needed)

Space For Office Use Only

FILING #0004114403 PG 02 OF 30 VOL B-01379
FILED 03/05/2010 12:30 PM PAGE 02808
SECRETARY OF THE STATE
CONNECTICUT SECRETARY OF THE STATE

4. VOTE INFORMATION (check and complete A. or B.):

A. The insurance company has authority to issue capital stock. The resolution of redomestication was adopted by its board of directors and approved by its shareholders as follows (provide at minimum the total number of shareholder votes cast in favor of the resolution and the total number of votes cast against the resolution or if no shareholder approval was required, provide a statement to that effect):

The board of directors of the corporation, acting by unanimous written consent, duly adopted resolutions approving the redomestication. The sole shareholder of the corporation, also acting by unanimous written consent, duly approved the redomestication.

B. The corporation is a mutual insurance company. The resolution of redomestication was adopted by its board of directors and approved by its members as follows (provide at minimum the total number of member votes cast in favor of the resolution and the total number of votes cast against the resolution or if no membership approval was required, provide a statement to that effect):

5. CERTIFICATE OF INCORPORATION:

The corporation's amended and restated Certificate of Incorporation is attached hereto.

6. EXECUTION:

Signed this 4th day of March, 2010

Shermona Mapp
Print or type name of signatory

Corporate Secretary
Capacity of signatory

Shermona Mapp
Signature

AMENDED AND RESTATED ARTICLES OF INCORPORATION

OF

ALTA HEALTH AND LIFE INSURANCE COMPANY

SECTION 1. The new name of the corporation shall be CIGNA Health and Life Insurance Company. ✓

SECTION 2. In accordance with Connecticut General Statutes Section 38a-58a, the corporation shall adopt the State of Connecticut as its corporate domicile and shall be subject to the authority and jurisdiction of the State of Connecticut, with all the powers granted by the general statutes, as now enacted or hereafter amended, to corporations formed under the Connecticut Business Corporation Act. The corporation shall be a continuation of the body corporate incorporated in the State of Florida on May 2, 1963. The corporation shall continue to use May 2, 1963 as the date of incorporation.

SECTION 3. The business of the corporation shall be life insurance, endowments, annuities, accident insurance, health insurance and any other business or type of business which any other corporation now or hereafter chartered by Connecticut and empowered to do a health or life insurance business may now or hereafter lawfully do. The corporation is specifically empowered to accept and to cede reinsurance and retrocession of any such risks or hazards. The corporation may exercise such powers outside of Connecticut to the extent permitted by the laws of the particular jurisdiction. Policies or other contracts may be issued stipulated to be with or without participation in profits and with or without a seal.

SECTION 4. The corporation shall be authorized to issue 2,000,000 shares of common stock with a par value of two dollars (\$2) per share. The capital stock of the corporation shall be transferable in accordance with the bylaws and a transfer agent may be employed.

SECTION 5. The annual meeting of the shareholders of the corporation shall be held at such time and place as may be determined from time to time either by or in accordance with the bylaws. If the corporation shall fail to hold its annual meeting at the time specified for the meeting in any year or shall fail to elect directors thereat, the corporation shall not be dissolved nor shall its rights be impaired thereby, but a special meeting of the shareholders shall be called; and at such meeting directors to fill the places of the directors whose terms shall have expired may be elected and any other proper business may be transacted. At all meetings of the shareholders each shareholder shall be entitled to vote in person or by an attorney duly authorized by a written proxy, and each share of stock represented at the meeting shall be entitled to one vote.

SECTION 6. The corporation's principal place of business shall be at 900 Cottage Grove Road, Bloomfield, Connecticut 06152, or at some other place within the State of Connecticut, and the corporation may establish and maintain other offices and agencies in other locations within or without the State. The property and affairs of the corporation shall be managed under the direction of a board of directors. The directors shall have concurrent power with the stockholders to make, alter, amend, change, add to or repeal the bylaws of the corporation. The number of directors of the corporation shall be as from time to time fixed by, or in the manner provided in, the by-laws of the corporation. Directors will be elected by a plurality of the votes cast at each annual meeting of shareholders of the corporation and each director so elected shall hold office until the next annual meeting of shareholders of the corporation or until such director's successor is duly elected and qualified, or until such director's earlier death, resignation or removal. If any vacancy occurs in the board of directors, such vacancy may be filled by a majority of the remaining directors, whether or not such directors constitute a quorum, for the unexpired portion of the term, and if the number of directors is increased by vote of the board of directors between meetings of shareholders, the additional directors may be chosen by the board of directors for terms expiring with the next annual meeting thereafter. Unless the bylaws provide for a lesser or greater quorum as may be permitted by law, a majority of the authorized number of directors, as fixed by the board of directors from time to time, shall constitute a quorum.

SECTION 7. Connecticut General Life Insurance Company shall be the corporation's registered agent. The registered agent's address is 900 Cottage Grove Road, Bloomfield, Connecticut 06152.

SECTION 8. The personal liability of a person who is or was a director of the corporation to the corporation or its shareholders for monetary damages for breach of duty as a director shall be limited to the amount of compensation received by the director for serving the corporation during the year of the violation if such breach did not (a) involve a knowing and culpable violation of law by the director, (b) enable the director or an associate, as defined in Section 33-840 of the Connecticut Business Corporation Act as in effect on the effective date hereof or as it may be amended from time to time (the "Act"), to receive an improper personal economic gain, (c) show a lack of good faith and a conscious disregard for the duty of the director to the corporation under circumstances in which the director was aware that his conduct or omission created an unjustifiable risk of serious injury to the corporation, (d) constitute a sustained and unexcused pattern of inattention that amounted to an abdication of the director's duty to the corporation, or (e) create liability under Section 33-757 of the Act. Any lawful repeal or modification of this Section 8 or the adoption of any provision inconsistent herewith by the board of directors and the shareholders of the corporation shall not, with respect to a person who is or was a director, adversely affect any limitation of liability, right or protection existing at or prior to the effective date of such repeal, modification or adoption of a provision inconsistent herewith. The limitation of liability of any person who is or was a director provided for in this Section 8 shall not be exclusive of any other limitation or elimination of liability contained in, or which may be provided to any such person under, Connecticut law as in effect on the effective date hereof or as thereafter amended.

SECTION 9. The corporation may indemnify or advance expenses to a person who is or was a director, officer, employee or agent of the corporation, or who is or was serving at the corporation's request as a director, officer, partner, trustee, employee or agent of another corporation, a partnership, joint venture, trust, an employee benefit plan or other entity, to the extent permitted under Connecticut law as in effect on the effective date hereof or as thereafter amended, including, without limitation, pursuant to Section 33-636(b)(5) of the Act, for liability of any such person for any actions taken, or any failure to take any actions, except for conduct as set out in items (a) through (e) of Section 8, above. The corporation shall indemnify or advance expenses to any such person to the extent required by the bylaws of the corporation, as amended from time to time.



State of Connecticut
Insurance Department

This is to Certify, that

- the redomestication of Alta Health & Life Insurance Company, a Indiana Company, pursuant to Section 38a-58a Connecticut General Statutes, is approved, and
- the attached Certificate of Redomestication and Amended and Restated Articles of Incorporation effecting and name are change of domicile is approved.

Witness my hand and official seal, at HARTFORD,

this 3rd day of March, 2010

A handwritten signature in black ink, appearing to be "A. J. ...", written over a faint circular official seal.

Insurance Commissioner

INDIANA SECRETARY OF STATE
BUSINESS SERVICES DIVISION
CORPORATIONS CERTIFIED COPIES

INDIANA SECRETARY OF STATE
BUSINESS SERVICES DIVISION
302 West Washington Street, Room E018
Indianapolis, IN 46204



FILING #0004114403 PG 07 OF 30 VOL B-01379
FILED 03/05/2010 12:30 PM PAGE 02813
SECRETARY OF THE STATE
CONNECTICUT SECRETARY OF THE STATE

<http://www.sos.in.gov>

January 13, 2010

Company Requested: ALTA HEALTH & LIFE INSURANCE COMPANY
Control Number: 1996031230

Date	Transaction	# Pages
03/21/1996	Articles of Incorporation	6
03/10/1999	Miscellaneous	1
04/19/1999	Notice of Change of Registered Office or Registered Agent	2
07/19/1999	Restatement of Articles of Incorporation	6
02/13/2001	Change of Officer	1
02/13/2001	Change of Principal Address	1
02/08/2002	Administrative Dissolution	1
05/21/2002	Application of Reinstatement	3
05/22/2009	Change of Principal Address	1

	State of Indiana Office of the Secretary of State
	I hereby certify that this is a true and complete copy of this 22 page document filed in this office.
Secretary of State	Dated: January 13, 2010 Certification Number: 2010011365565

The Indiana Secretary of State filing office certifies that this copy is on file in this office.

Indiana Secretary of State
Packet: 1996031230
Filing Date: 03/21/1996
Effective Date: 03/21/1996

STATE OF INDIANA
OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF INCORPORATION

OF

ANTHEM HEALTH & LIFE INSURANCE COMPANY

I, SUE ANNE GILROY, Secretary of State of Indiana, hereby certify that Articles of Incorporation of the above corporation have been presented to me at my office accompanied by the fees prescribed by law; that I have found such Articles conform to law; all as prescribed by the provisions of the Indiana Business Corporation Law, as amended.

NOW, THEREFORE, I hereby issue to such corporation this Certificate of Incorporation, and further certify that its corporate existence will begin March 21, 1996.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the State of Indiana, at the City of Indianapolis, this Twenty-first day of March, 1996.


Deputy

FILING #0004114403 PG 08 OF 30 VOL B-01379
FILED 03/05/2010 12:30 PM PAGE 02814
SECRETARY OF THE STATE
CONNECTICUT SECRETARY OF THE STATE

The Indiana Secretary of State filing office certifies that this copy is on file in this office.

Indiana Secretary of State
Packet: 1996031230
Filing Date: 03/21/1996
Effective Date: 03/21/1996

1996031230

APPROVED
DEPARTMENT OF INSURANCE

ARTICLES OF INCORPORATION AND REDOMESTICATION

MAR 19 1996

OF

STATE OF INDIANA
INSURANCE COMMISSIONER

ANTHEM HEALTH & LIFE INSURANCE COMPANY

**APPROVED
AND
FILED
IND. SECRETARY OF STATE**

PREAMBLE

The undersigned corporation desires to transfer its corporate domicile from the State of Ohio to the State of Indiana pursuant to the approval of the Indiana Commissioner of Insurance and to be recognized as a corporation from its original date of incorporation of May 2, 1963 in the State of Florida.

The undersigned corporation was incorporated on May 2, 1963 under the laws of the State of Florida under the name Orange State Life Insurance Company. On June 15, 1982, the corporation's name was changed to Home Life Financial Assurance Corporation. On August 1, 1994, the corporation transferred its corporate domicile from the State of Florida to the State of Ohio.

These Articles of Incorporation and Redomestication supersede the existing Articles of Incorporation of Home Life Financial Assurance Corporation.

ARTICLE A

NAME OF THE CORPORATION

The name of the corporation is

ANTHEM HEALTH & LIFE INSURANCE COMPANY

ARTICLE B

PRINCIPAL OFFICE

The address of the Corporation's principal office in the State of Indiana is 120 Monument Circle, Indianapolis, Indiana 46204. The name of its registered agent at such address is Sandra Miller.

ARTICLE C

PURPOSES

The Corporation is organized under the Indiana Insurance Law, Chapter 162 of the Acts of 1935, as amended, and the purposes for which it is organized are:

FILING #0004114403 PG 09 OF 30 VOL B-01379
FILED 03/05/2010 12:30 PM PAGE 02815
SECRETARY OF THE STATE
CONNECTICUT SECRETARY OF THE STATE

The Indiana Secretary of State filing office certifies that this copy is on file in this office.

Indiana Secretary of State
Packet: 1996031230
Filing Date: 03/21/1996
Effective Date: 03/21/1996

To insure the lives of persons and to make every insurance appertaining thereto or connected therewith including insurance against permanent mental or physical disability resulting from accident or disease, or against accidental death combined with a policy for life insurance and to grant, purchase or dispose of annuities.

To insure against bodily injury or death by accident and against disablement resulting from sickness and every insurance appertaining thereto.

All to the extent permitted and authorized by the Department of Insurance.

ARTICLE D

TERM OF EXISTENCE

The term for which the Corporation shall continue is perpetual.

ARTICLE E

SHARES

The total number of shares which the Corporation has authority to issue is 2,000,000 shares of Common Stock (the "Common Shares") with a par value of \$2.00 each.

ARTICLE F

PAID-IN CAPITAL

The amount of paid-in capital is Two Million, Five Hundred Twenty Thousand Dollars (\$2,520,000).

ARTICLE G

PLAN OF BUSINESS

The business of the Corporation shall be conducted on the legal reserve stock plan.

ARTICLE H

DATA RESPECTING OFFICERS AND DIRECTORS

The names and addresses of the persons elected to serve as Officers and Directors at the time of this reinstatement and until the next Annual Meeting of the Shareholder, or until their

FILING #0004114403 PG 10 OF 30 VOL B-01379
FILED 03/05/2010 12:30 PM PAGE 02816
CONNECTICUT SECRETARY OF THE STATE
SECRETARY OF THE STATE

The Indiana Secretary of State filing office certifies that this copy is on file in this office.

Indiana Secretary of State
Packet: 1996031230
Filing Date: 03/21/1996
Effective Date: 03/21/1996

FILING #0004114403 PG 11 OF 30 VOL B-01379
FILED 03/05/2010 12:30 PM PAGE 02817
SECRETARY OF THE STATE
CONNECTICUT SECRETARY OF THE STATE

successors are elected and qualify, are:

Dwane R. Houser 9842 Forestglen Drive Cincinnati, Ohio 45242	Stefen F. Brueckner 4745 Burley Hills Drive Cincinnati, Ohio 45243	William F. Milnes, Jr 331 Sunny Acres Cincinnati, Ohio 45255
Robert C. Heird 113 Lakeview Court Loveland, Ohio 45140	James A. White 11 Ashland Court Skillman, N.J. 08558	Wayne R. Hanus 54 Green Meadow Middletown, NJ 07748
Jeremiah J. Hanrahan 161 Monroe Avenue Belle Mead, NJ 08502		

ARTICLE I

**PROVISIONS FOR REGULATION OF BUSINESS AND
CONDUCT OF AFFAIRS OF CORPORATION**

Section I.1. The Corporation shall have the right to engage in all lines of activity allied with or incidental to the purposes for which it is formed, not forbidden by the laws of the State of Indiana, and shall have the capacity to act, the authority and all of the general rights, privileges and powers referred to in Section 80 of Chapter 162 of the Acts of 1935, as amended.

Section I.2. The number of Directors of the Corporation shall not be less than five (5) nor more than twenty-one (21), the exact number of Directors to be determined, from time to time, in such manner as the By-Laws may prescribe.

ARTICLE J

MANNER OF ADOPTION AND VOTE

Section J.1. Action by Directors On ~~February 1, 1996~~, a resolution was adopted by the Board of Directors of the Corporation proposing to the Shareholder of the Corporation entitled to vote in respect of the Amendment that the provisions and terms of its Articles of Incorporation be amended so as to read as set forth in these Articles of Incorporation and Redomestication and meeting of such Shareholder was called to be held ~~February 1, 1996~~ to adopt or reject the Articles of Incorporation and Redomestication, unless the same was so approved by written consent.

Section J.2. Action by Shareholder At a duly-called meeting held ~~February 1, 1996~~, the holder of one million two hundred sixty thousand shares of the Corporation, being all of the shares of the Corporation entitled to vote in respect of the Amendment, adopted the Amendment.

Section J.3. Compliance with Legal Requirements The manner of the adoption of the Amendment, and the vote by which it was adopted, constitute full legal compliance with the

The Indiana Secretary of State filing office certifies that this copy is on file in this office.

Indiana Secretary of State
Packet: 1996031230
Filing Date: 03/21/1996
Effective Date: 03/21/1996

FILING #0004114403 PG 12 OF 30 VOL B-01379
FILED 03/05/2010 12:30 PM PAGE 02818
SECRETARY OF THE STATE
CONNECTICUT SECRETARY OF THE STATE

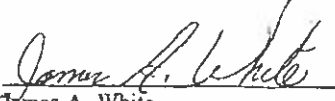
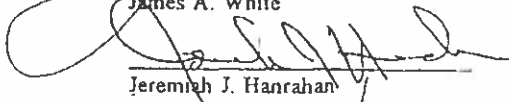
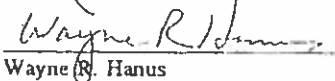
provisions of the Indiana Insurance Law, the Articles of Incorporation and the By-Laws of the Corporation.

ARTICLE K

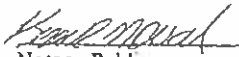
Meetings of stockholders may be held within or without the State of Indiana, as the by-laws may provide. The books of the Corporation may be kept outside the state of Indiana at such place or places as may be designated from time to time by the Board of Directors or in the by-laws of the Corporation.

ARTICLE L

The Corporation reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation in the manner now or hereinafter prescribed herein and by the laws of the State of Indiana, and all rights conferred upon stockholders herein are granted subject to this reservation.


James A. White

Jeremiah J. Hanrahan

Wayne R. Hanus

Subscribed and sworn to before me this 19th day of January, 1996.


Notary Public
KIM R. NOVAK
Notary Public of New Jersey
My Commission Expires May 17, 2000
No. 2177955

(encl) 1/23

The Indiana Secretary of State filing office certifies that this copy is on file in this office

Indiana Secretary of State
Packet: 1996031230
Filing Date: 03/21/1996
Effective Date: 03/21/1996



STATE OF INDIANA
OFFICE OF THE ATTORNEY GENERAL

INDIANA GOVERNMENT CENTER SOUTH, FIFTH FLOOR
402 WEST WASHINGTON STREET - INDIANAPOLIS, IN 46204-3770

PAMELA CARTER
ATTORNEY GENERAL

TELEPHONE (317) 237-6701

March 21, 1996

CERTIFICATION

I have examined the Articles of Incorporation and Redomestication of Anthem Health and Life Insurance Company and I certify that they conform to the provisions of the Indiana Insurance Law and are not inconsistent with the State and Federal Constitutions.

Respectfully submitted,

PAMELA CARTER
Attorney General of Indiana
Atty No. 0004242-49

Gordon E. White, Jr.
Deputy Attorney General
Atty No. 0001041-49

84019



FILING #0004114403 PG 13 OF 30 VOL B-01379
FILED 03/05/2010 12:30 PM PAGE 02819
SECRETARY OF THE STATE
CONNECTICUT SECRETARY OF THE STATE

The Indiana Secretary of State filing office certifies that this copy is on file in this office.

Indiana Secretary of State
Packet: 1996031230
Filing Date: 03/10/1999
Effective Date: 03/10/1999

1996031230

FILING #0004114403 PG 14 OF 30 VOL B-01379
FILED 03/05/2010 12:30 PM PAGE 028220
CONNECTICUT SECRETARY OF THE STATE
SECRETARY OF THE STATE

CERTIFICATE - CHANGE IN PRINCIPAL OFFICE

To: Indiana Department of Insurance
311 W. Washington Street, Suite 300
Indianapolis, IN 46204

To: Indiana Secretary of State
201 State House
Indianapolis, IN 46204

This will certify that, pursuant to authorization by the Board of Directors, the Principal Office of Anthem Health & Life Insurance Company has changed to 10401 North Meridian Street, Suite 350, Indianapolis, Indiana 46290.


G R. Derback, Vice President and Treasurer


R G. Schultz, Assistant Secretary

STATE OF Colorado)
) ss.
COUNTY OF Arapahoe)

On this 1st day of March, 1999, the undersigned personally appeared before me, known to me to be the persons whose names are subscribed above as Glen R Derback and Richard G. Schultz, and acknowledged that they have executed the same, and that the foregoing statements are true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.


Valerie A. Adair
Notary Public



My Commission Expires: April 9, 2000

The Indiana Secretary of State filing office certifies that this copy is on file in this office.



NOTICE OF CHANGE OF REGISTERED OFFICE OR REGISTERED AGENT ALL CORPORATIONS State Form 26276 (R / 1-88)

Provided by: EVAN BAYH

Indiana Secretary of State Room 156, State House Indianapolis, IN 46204 (317) 232-6576

Indiana Code 23-1-24-2 (for profit corporations) Indiana Code 23-7-1-1-53 (non-profit corporations) NO FILING FEE

1996031230

FILING #0004114403 PG 15 OF 30 VOL B-01379 FILED 03/05/2010 12:30 PM PAGE 02821 SECRETARY OF THE STATE CONNECTICUT SECRETARY OF THE STATE

President original and 2 copies

Name of Corporation Anthem Health Life Insurance Company	Date of Incorporation March 21, 1996
Current Registered Office Address 120 Monument Circle, Indianapolis, IN	ZIP Code 46204
New Registered Office Address One North Capitol Avenue, Indianapolis, Indiana 46204	

Current Registered Agent (Type or Print Name) Sandra Miller
New Registered Agent (Type or Print Name) C T Corporation System

STATEMENT BY REGISTERED AGENT OR CORPORATION

This statement is a representation that the new registered agent has consented to the appointment as registered agent, or statement attached signed by registered agent giving consent to act as the new registered agent.

After the change or changes are made, the street address of this corporation's registered agent and the address of its registered office will be identical.

The resident agent filing this statement of change of the registered agent's business street address has notified the represented corporation in writing of the change, and the notification was manually signed or signed in fac-simile.

IN WITNESS WHEREOF, the undersigned being the Assistant Secretary of said corporation executes this notice and verifies, subject to penalties of perjury, that the statements contained herein are true, this 7 day of April, 19 99.

Signature <i>[Signature]</i>	Printed Name Richard Schultz
---------------------------------	--

(INDIANA - 947 - 3/3/88)

The Indiana Secretary of State filing office certifies that this copy is on file in this office.

1996031230

FILING #0004114403 PG 16 OF 30 VOL B-01379
FILED 03/05/2010 12:30 PM PAGE 02822
SECRETARY OF THE STATE
CONNECTICUT SECRETARY OF THE STATE

STATEMENT OF CONSENT TO ACT
AS REGISTERED AGENT

C T Corporation System hereby accepts the appointment to serve as
registered agent in Indiana for Anthem Health Life Insurance Company
(Name of Corporation)

4-13, 1999

CT CORPORATION SYSTEM

By Marcia J. Sunahara

Marcia J. Sunahara, Asst. V.P.
(Print Name and Title)

(IND. - 855 - 6/21/88)

The Indiana Secretary of State filing office certifies that this copy is on file in this office.

FILING #0004114403 PG 17 OF 30 VOL B-01379
FILED 03/05/2010 12:30 PM PAGE 02823
SECRETARY OF THE STATE
CONNECTICUT SECRETARY OF THE STATE

APPROVED
AND
FILED
IND. SECRETARY OF STATE

APPROVED
DEPARTMENT OF INSURANCE

JUN 30 1999
[Signature]
STATE OF INDIANA
INSURANCE COMMISSIONER

RECEIVED
CORPORATIONS DIV.
99 JUL 19 PM 3:55
SUE ANNE GILROY

RESTATED ARTICLES OF INCORPORATION
OF
ALTA HEALTH & LIFE INSURANCE COMPANY

RECEIVED

PREAMBLE

JUL 02 1999
ATTORNEY
OF INDIANA

The Corporation was originally incorporated on May 2, 1963 under the laws of the State of Florida as Orange State Life Insurance Company. On June 15, 1982, the Corporation's name was changed to Home Life Financial Assurance Corporation. On August 1, 1994, the Corporation transferred its corporate domicile from the State of Florida to the State of Ohio. On March 21, 1996, the Corporation's name was changed to Anthem Health & Life Insurance Company and its corporate domicile was transferred from the State of Ohio to the State of Indiana.

These Restated Articles of Incorporation supersede the existing Articles of Incorporation and Redomestication of Anthem Health & Life Insurance Company.

ARTICLE A

NAME OF THE CORPORATION

The name of the Corporation is ALTA HEALTH & LIFE INSURANCE COMPANY.

ARTICLE B

PRINCIPAL OFFICE

The address of the Corporation's principal office in the State of Indiana is 10401 North Meridian Street, Suite 350, Indianapolis, Indiana 46290.

ARTICLE C

PURPOSES

The Corporation is organized under the Indiana Insurance Law, Chapter 162 of the Acts of 1935, as amended, and the purposes for which it is organized are:

To insure the lives of persons and to make every insurance appertaining thereto or connected therewith including insurance against permanent mental or physical disability resulting from accident or disease, or against accidental death combined with a policy for life insurance and to grant, purchase or dispose of annuities.

The Indiana Secretary of State filing office certifies that this copy is on file in this office.

FILING #0004114403 PG 18 OF 30 VOL B-01379
FILED 03/05/2010 12:30 PM PAGE 02824
SECRETARY OF THE STATE
CONNECTICUT SECRETARY OF THE STATE

To insure against bodily injury or death by accident and against disablement resulting from sickness and every insurance appertaining thereto.

All to the extent permitted and authorized by the Department of Insurance.

ARTICLE D

TERM OF EXISTENCE

The term for which the Corporation shall continue is perpetual.

ARTICLE E

SHARES

The total number of shares which the Corporation has authority to issue is 2,000,000 shares of common stock with a par value of \$2.00 each, for total authorized capital of \$4,000,000.

ARTICLE F

PAID-IN CAPITAL

The amount of paid-in capital is \$2,520,000.

ARTICLE G

PLAN OF BUSINESS

The business of the Corporation shall be conducted on the legal reserve stock plan.

ARTICLE H

DIRECTORS AND OFFICERS

The following are the names and addresses of the directors of the Corporation who have been elected to serve until the next annual meeting of shareholders, or until their successors are elected and qualified:

<u>Director's Name</u>	<u>Address</u>
Mitchell T.G. Graye	8515 E. Orchard Road Englewood, Colorado 80111
William T. McCallum	8515 E. Orchard Road Englewood, Colorado 80111

The Indiana Secretary of State filing office certifies that this copy is on file in this office.

FILING #0004114403 PG 19 OF 30 VOL B-01379
FILED 03/05/2010 12:30 PM PAGE 02825
SECRETARY OF THE STATE
CONNECTICUT SECRETARY OF THE STATE

<u>Director's Name</u>	<u>Address</u>
Steve H. Miller	8505 E. Orchard Road Englewood, Colorado 80111
James D. Motz	8505 E. Orchard Road Englewood, Colorado 80111
Michael R. Quigley	10401 N. Meridian Street, Suite 350 Indianapolis, Indiana 46290
Martin Rosenbaum	8505 E. Orchard Road Englewood, Colorado 80111
James A. White	1 Centennial Avenue Piscataway, New Jersey 08854

The following are the names, positions and addresses of the principal officers of the Corporation who have been elected to serve until the next annual meeting of directors, or until their successors are elected and qualified:

<u>Officer's Name</u>	<u>Position Held</u>	<u>Address</u>
William T. McCallum	Chairman of the Board	8515 E. Orchard Road Englewood, Colorado 80111
James D. Motz	Vice Chairman and Chief Executive Officer	8505 E. Orchard Road Englewood, Colorado 80111
James A. White	President	1 Centennial Avenue Piscataway, New Jersey 08854
Mitchell T G. Graye	Executive Vice President and Chief Financial Officer	8515 E. Orchard Road Englewood, Colorado 80111
John T. Hughes	Senior Vice President and Chief Investment Officer	8515 E. Orchard Road, Englewood, Colorado 80111
D. Craig Lennox	Senior Vice President, General Counsel and Secretary	8515 E. Orchard Road, Englewood, Colorado 80111
Glen R. Derback	Vice President and Treasurer	8515 E. Orchard Road, Englewood, Colorado 80111
James L. McCallen	Vice President and Actuary	8515 E. Orchard Road, Englewood, Colorado 80111

The Indiana Secretary of State filing office certifies that this copy is on file in this office.

FILING #0004114403 PG 20 OF 30 VOL B-013
FILED 03/05/2010 12:30 PM PAGE 0282
SECRETARY OF THE STATE
CONNECTICUT SECRETARY OF THE STATE

ARTICLE I

**PROVISIONS FOR REGULATION OF BUSINESS AND
CONDUCT OF AFFAIRS OF CORPORATION**

Section I.1. The Corporation shall have the right to engage in all lines of activity allied with or incidental to the purposes for which it is formed, not forbidden by the laws of the State of Indiana, and shall have the capacity to act, the authority and all of the general rights, privileges and powers referred to in Section 80 of Chapter 162 of the Acts of 1935, as amended.

Section I.2. The number of Directors of the Corporation shall not be less than five nor more than twenty-one, the exact number of Directors to be determined, from time to time, in such manner as the By-Laws may prescribe.

ARTICLE J

MANNER OF ADOPTION AND VOTE

Section J.1. Action by Directors On June 15, 1999, a resolution was adopted by the Board of Directors of the Corporation proposing to the sole shareholder of the Corporation that the provisions and terms of its Articles of Incorporation and Redomestication be amended so as to read as set forth in these Restated Articles of Incorporation.

Section J.2. Action by Sole Shareholder On June 15, 1999, a resolution was adopted by the sole shareholder of the Corporation, adopting these Restated Articles of Incorporation.

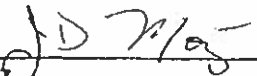
Section J.3. Compliance with Legal Requirements The manner of the adoption of the Restated Articles of Incorporation, and the vote by which it was adopted, constitute full legal compliance with the provisions of the Indiana Insurance Law, the Articles of Incorporation and Redomestication and the By-Laws of the Corporation.

The Indiana Secretary of State filing office certifies that this copy is on file in this office.


FILING #0004114403 PG 21 OF 30 VOL B-01379
FILED 03/05/2010 12:30 PM PAGE 02827
SECRETARY OF THE STATE
CONNECTICUT SECRETARY OF THE STATE

ARTICLE K

The Corporation reserves the right to amend, alter, change or repeal any provision contained in these Restated Articles of Incorporation in the manner now or hereinafter prescribed herein and by the laws of the State of Indiana, and all rights conferred upon stockholders herein are granted subject to this reservation.

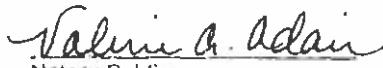


J.D. Motz
Vice Chairman and
Chief Executive Officer



D.C. Lennox
Senior Vice President,
General Counsel and Secretary

Subscribed and sworn before me this 25th day of June, 1999



Valerie A. Adair
Notary Public

My commission expires April 9, 2000.

The Indiana Secretary of State filing office certifies that this copy is on file in this office.



APPROVED
AND
FILED
IND. SECRETARY OF STATE

STATE OF INDIANA
OFFICE OF THE ATTORNEY GENERAL

INDIANA GOVERNMENT CENTER SOUTH, FIFTH FLOOR
402 WEST WASHINGTON STREET • INDIANAPOLIS, IN 46204-2770

JEFFREY A. MODISETT
ATTORNEY GENERAL

1996031230

TELEPHONE (317) 232-6201

July 10, 1999

CERTIFICATION

I have examined the Restated Articles of Incorporation of Alta Health & Life Insurance Company which is changing its name from Anthem Health & Life Insurance Company, and I certify that they conform to the provisions of the Indiana Insurance Law and are not inconsistent with the State and Federal Constitutions.

Respectfully submitted,

JEFFREY A. MODISETT
Attorney General of Indiana
Atty No. 0014704-49

Gordon E. White, Jr.
Deputy Attorney General
Atty No. 0001041-49

15981

FILING #0004114403 PG 22 OF 30 VOL B-01379
FILED 03/05/2010 12:30 PM PAGE 02828
SECRETARY OF THE STATE
CONNECTICUT SECRETARY OF THE STATE

RECEIVED
99 JUL 19 PM 3:50
SUE ANNE GILROY

The Indiana Secretary of State filing office certifies that this copy is on file in this office.



1996031230

Alta Health & Life Insurance Company
PO Box 730
Denver CO 80201-0730
800 541 5174
www.alta.com

FILED #0004114403 PG 23 OF 30 VOL B-01379
FILED 03/05/2010 12:30 PM PAGE 02829
SECRETARY OF THE STATE
CONNECTICUT SECRETARY OF THE STATE

February 8, 2001

Sue Anne Gilroy
Indiana Secretary of State
P.O. Box 5501
Indianapolis, IN 46255

APPROVED
AND
FILED
IND. SECRETARY OF STATE

RE: Alta Health & Life Insurance Company

Dear Mrs. Gilroy:

This letter is sent to inform you of a change in the presidency of Alta Health & Life Insurance Company. Effective January 1, 2001 James White retired from his position as President. J. D. Motz, the current Chairman and Chief Executive Officer was appointed to fill the presidency. His biographical affidavit is currently on file with your office because of his previous positions as Director and Officer of the corporation.

Also, please note that our corporate office has had a change in the city name, due to postal reorganization. The address is: 8505 East Orchard Road, Greenwood Village, CO 80111.

Thank you for adding this information to our business entity file.

Sincerely,

Connie Page
Legal Assistant

The Indiana Secretary of State filing office certifies that this copy is on file in this office.



Indiana Secretary of State
Packet: 1996031230
Filing Date: 02/13/2001
Effective Date: 02/13/2001

1996031230

Alta Health & Life Insurance Company
PO Box 730
Denver, CO 80271-0730
800-521-5124
www.althic.com

FILING #0004114403 PG 24 OF 30 VOL B-01379
FILED 03/05/2010 12:30 PM PAGE 02830
SECRETARY OF THE STATE
CONNECTICUT SECRETARY OF THE STATE

February 8, 2001

Sue Anne Gilroy
Indiana Secretary of State
P.O. Box 5501
Indianapolis, IN 46255

APPROVED
AND
FILED
IND. SECRETARY OF STATE

RE: Alta Health & Life Insurance Company

Dear Mrs. Gilroy:

This letter is sent to inform you of a change in the presidency of Alta Health & Life Insurance Company. Effective January 1, 2001 James White retired from his position as President. J. D. Motz, the current Chairman and Chief Executive Officer was appointed to fill the presidency. His biographical affidavit is currently on file with your office because of his previous positions as Director and Officer of the corporation.

Also, please note that our corporate office has had a change in the city name, due to postal reorganization. The address is: 8505 East Orchard Road, Greenwood Village, CO 80111.

Thank you for adding this information to our business entity file

Sincerely,

Connie Page
Legal Assistant

The Indiana Secretary of State filing office certifies that this copy is on file in this office.

FILING #0004114403 PG 25 OF 30 VOL B-01379
FILED 03/05/2010 12:30 PM PAGE 02831
CONNECTICUT SECRETARY OF THE STATE

INDIANA SECRETARY OF STATE

SYSTEM GENERATED ADMINISTRATIVE DISSOLUTION/REVOICATION

Pursuant to the provisions set forth in Indiana Code Title 23
the entity has been Administratively Dissolved or
the Certificate of Authority revoked.

A certified copy of this document authenticates the date of
the Administrative Dissolution/Revocation

The Indiana Secretary of State filing office certifies that this copy is on file in this office.

Indiana Secretary of State
Packet: 1996031230
Filing Date: 05/21/2002
Effective Date: 05/21/2002

FILED #0004114403 PG 26 OF 30 VOL B-01379
FILED 03/05/2010 12:30 PM PAGE 02832
SECRETARY OF THE STATE
CONNECTICUT SECRETARY OF THE STATE

State of Indiana
Office of the Secretary of State

CERTIFICATE OF REINSTATEMENT
of

ALTA HEALTH & LIFE INSURANCE COMPANY

I, SUE ANNE GILROY, Secretary of State of Indiana, hereby certify that Application of Reinstatement of the above For-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Corporation Law.

NOW, THEREFORE, with this document I certify that said transaction will become effective Tuesday, May 21, 2002.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, May 21, 2002.

Sue Anne Gilroy

SUE ANNE GILROY,
SECRETARY OF STATE

1996031230 / 2002052459762

The Indiana Secretary of State filing office certifies that this copy is on file in this office.

Indiana Secretary of State
Packet: 1996031230
Filing Date: 05/21/2002
Effective Date: 05/21/2002

1996031230



APPLICATION FOR REINSTATEMENT

State Form 4160 (R8 / 3-97) / 111
Approved by the State Board of Accounts 1995

SUE ANNE GILROY
SECRETARY OF STATE
CORPORATIONS DIVISION
302 W Washington St., Rm. E018
Indianapolis, IN 46204
Telephone: (317) 232-6576

Indiana Code 23-1-45-3 (for profit corporation)
Indiana Code 23-17-23-3 (not-for-profit corporation)

Application must include:

1. Certificate of Clearance Issued by the Indiana Department of Revenue
2. Corporate Reports and Fees - please call our information line to learn what reports are delinquent (317) 232-6576
 - a. Up to and including 1995, Annual Reports filed every year
Annual Report fee \$10.00
 - b. Beginning with 1996, Biennial Reports filed every two years
Biennial Report fee \$30.00
Corporations incorporated in an even year, file every even year
Corporations incorporated in an odd year, file every odd year.
 - c. Nonprofit corporations file Annual Reports every year.
Nonprofit Corporate Report fee \$10.00
3. Restatement Report fee: \$30.00

THIS APPLICATION CANNOT BE ACCEPTED WITHOUT A NOTICE OF CLEARANCE FOR REINSTATEMENT FROM THE INDIANA DEPARTMENT OF REVENUE

SECTION I - CORPORATE INFORMATION	
Name of corporation Alta Health & Life Insurance Company	Date of incorporation (mo., day, yr.) 5/2/1963
Effective date of administrative dissolution 2/8/2002	

SECTION II - AFFIDAVIT OF CORPORATE OFFICER OF DIRECTOR		
<p>The undersigned, being at least one of the principal officers or a director of the above-named corporation deposes and says:</p> <p>A. that the grounds for dissolution did not exist or have been eliminated, and,</p> <p>B. that the Corporation's name satisfies the requirements of Indiana Code 23-1-23-1, or Indiana Code 23-17-5-1.</p>		
<p>IN WITNESS WHEREOF, the undersigned being the <u>Assistant Secretary</u> of said corporation executes this application and verifies, subject to penalties of perjury, that the statements contained herein are true, this <u>1st</u> day of <u>May</u>, 19 <u>2002</u>.</p>		
<table border="1"> <tr> <td>Signature <i>R. Schultz</i></td> <td>Printed name Richard G. Schultz, Assistant Secretary</td> </tr> </table>	Signature <i>R. Schultz</i>	Printed name Richard G. Schultz, Assistant Secretary
Signature <i>R. Schultz</i>	Printed name Richard G. Schultz, Assistant Secretary	

FILING #0004114403 PG 27 OF 30 VOL B-01379
FILED 03/05/2010 12:30 PM PAGE 02833
CONNECTICUT SECRETARY OF THE STATE

The Indiana Secretary of State filing office certifies that this copy is on file in this office.

Indiana Secretary of State
Packet: 1996031230
Filing Date: 05/21/2002
Effective Date: 05/21/2002

FILING #0004114403 PG 28 OF 30 VOL B-01379
FILED 03/05/2010 12:30 PM PAGE 02834
SECRETARY OF THE STATE
CONNECTICUT SECRETARY OF THE STATE



AD-190 (Rev. 1/01)
SF#

Indiana Department of Revenue
CERTIFICATE OF CLEARANCE
FOR REINSTATEMENT

RECEIVED

APR 26 2002

LAW DEPT

Name of Corporation
Alta Health & Life Insurance Company
8515 East Orchard Road
Greenwood Village, CO 80111

Federal ID#	591031071
TID #	0102240450
Date Issued (Valid for 60 days)	04/12/2002

TO: Sue Anne Gilroy
Secretary of State
Corporations Division

The corporation named above has filed with the Department of State Revenue an affidavit, Form AD-19, disclosing that the corporation is applying for a Certificate of Reinstatement from the Secretary of State, and requesting a Certificate of Clearance from this Department stating all taxes and fees owed by the corporation have been paid.

An examination of the corporation's existing accounts for listed taxes and fees required to be administered or collected by the Department has determined that all taxes, fees, interest, and penalties due have been paid or satisfied. Execution of this document does not preclude the Department from future examination and adjustment of the corporation's Indiana tax accounts for any period.

This Certificate of Clearance shall be null and void sixty (60) days after its date of issue.

Kenneth L. Miller, Commissioner
Indiana Department of Revenue

Diane Freeman, Administrator
Compliance Division

BY:

Instructions to the corporation.

This notice is the signed original. You are to include this certification along with the other documents constituting your Application for Reinstatement (SF#4160). Do Not Mail this certificate separately to the Secretary of State unless you are so directed.

The Indiana Secretary of State filing office certifies that this copy is on file in this office.



NOTICE OF CHANGE OF PRINCIPAL OFFICE ADDRESS

State Form 50654 (2/11-03)

TODD ROKITA
SECRETARY OF STATE
CORPORATIONS DIVISION
302 W. Washington St., Rm. E018
Indianapolis, IN 46204
Telephone: (317) 232-6576

RECEIVED
CORPORATIONS DIV.

09 MAY 22 PM 1:13

INSTRUCTIONS: Use 8 1/2" x 11" white paper for attachments.
Present original and one copy to address in upper right corner of this form.
Please TYPE or PRINT.
Please visit our office on the web at www.sos.in.gov

Indiana Code 23-1-1-1 et seq.

NO FILING FEE

Name of corporation or other entity <i>Alta Health & Life Insurance Co.</i>	Date of incorporation / organization / registration <i>3/21/1996</i>
Current principal office address (number and street, city, state, ZIP code) <i>8515 E. Orchard Road, Greenwood Village, CO 80111</i>	
New principal office address (number and street, city, state, ZIP code) <i>11595 N. Meridian Street, Suite 600, Carmel, IN 46032</i>	

IN WITNESS WHEREOF, the undersigned executes this notice and verifies, subject to the penalties of perjury, that the statements contained herein are true, this <u>19th</u> day of <u>May</u> , 20 <u>09</u> .	
Signature <i>Jennifer Grant</i>	Title <i>Assistant Secretary</i>

Indiana Secretary of State
Packet: 1996031230
Filing Date: 05/22/2009
Effective Date: 05/22/2009

APPROVED
AND
FILED
Todd Rokita
SECRETARY OF STATE

FILED #0004114403 PG 29 OF 30 VOL B-01317
FILED 03/05/2010 12:30 PM PAGE 02835
SECRETARY OF THE STATE
CONNECTICUT SECRETARY OF THE STATE

COPY

CIGNA CORPORATION
1601 Chestnut Street
Philadelphia, PA 19192

March 5, 2010

FILING #0004114403 PG 30 OF 30 VOL B-01379
FILED 03/05/2010 12:30 PM PAGE 02836
SECRETARY OF THE STATE
CONNECTICUT SECRETARY OF THE STATE

Connecticut Secretary of State
30 Trinity Street
Hartford, CT 06106

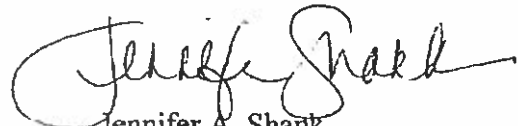
Re: CIGNA Health and Life Insurance Company

Dear Sir/Madam:

I currently have the above-referenced name reserved for use in Connecticut. I hereby transfer the reservation to CT Corporation System.

Thank you for your assistance.

Very truly yours,


Jennifer A. Shank