

**SERIAL 04161 RFP DENTAL SERVICES PLAN ADMINISTRATION
CIGNA Contract**

DATE OF LAST REVISION: March 05, 2009

CONTRACT END DATE: June 30, 2012

CONTRACT PERIOD THROUGH JUNE 30, ~~2009~~ 2012

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **DENTAL SERVICES PLAN ADMINISTRATION**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **July 06, 2005 (Eff. 01/01/06)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SD/mm
Attach

Copy to: Materials Management
Mike Schaiberger, **Employee Health Initiatives**
Pat Vancil, **Employee Health Initiatives**
Diane Golat, **Employee Health Initiatives**

(Please remove Serial 00143-RFP from your contract notebooks)



CONTRACT

EMPLOYEE DENTAL BENEFITS PLAN

SERIAL 04161-RFP

This Contract is entered into this 6th day of July, 2005 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Connecticut General Life Insurance Company, a Connecticut corporation ("Contractor") for the purchase of dental administration services.

1.0 TERM

- 1.1 This Contract is for a term of three and one-half (3 1/2) years, beginning on the 1st day of January, 2006 with an initial term of eighteen (18) months through June 30, 2007 and two additional terms of twelve (12) months each, ending the 30th day of June, ~~2009~~ 2012.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional one (1) year terms up to a maximum of three (3) additional terms. The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

2.0 PAYMENT

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum stated in Final Pricing, attached hereto and incorporated herein as Exhibit A and as further described in Exhibit D hereto.
- 2.2 Payment under this Contract shall be made in the manner provided by law net 30 days after invoice and as further described in Exhibit B, Section 3.

3.0 DUTIES

- 3.1 The Contractor shall perform all dental administration services described in Exhibits A through J, attached hereto and incorporated herein.

4.0 TERMS & CONDITIONS

4.1 INDEMNIFICATION AND INSURANCE

4.1.1 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

Contractor will indemnify and hold the County harmless from and against all extra-contractual (non-benefit) costs, damages, judgment, attorneys' fees, expenses and liabilities of any kind or nature which occur as the result of:

- i. Contractor's gross negligence or intentional wrongdoing with respect to the administration of claims under the County's Plan;
- ii. The negligent or intentionally wrongful acts or omissions of medical providers if such providers are employees of Contractor or its affiliates to the extent that such acts or omissions arise out of such providers' participation in Contractor provider networks; and/or
- iii. The negligent or intentionally wrongful acts or omissions of Contractor or its employees with respect to the performance of other network management responsibilities of Contractor under this Agreement.

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

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

4.1.2 INSURANCE REQUIREMENTS

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

CONTRACTOR'S insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention.

COUNTY reserves the right to request and to receive, within 10 working days, certificates of insurance reflecting the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such certificates or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The Commercial General Liability insurance policy required by this Contract shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

4.1.2.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

4.1.2.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract.

4.1.2.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

CONTRACTOR waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

4.1.3 CERTIFICATES OF INSURANCE

4.1.3.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by

Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

4.1.3.2 Cancellation and Expiration Notice.

Contractor shall use best efforts to provide County with thirty (30) days prior written notice of the expiration, cancellation, or a material change in insurance required herein.

4.2 NOTICES

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona

For Contractor:

Connecticut General Life Insurance Company
Attn: Julie Schubel, Regional Director
11001 North Black Canyon Highway
Phoenix, Arizona 85029

4.3 REQUIREMENTS CONTRACT

Contractor signifies its understanding and agreement by signing this document, that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made. Contractor shall take no action under this Contract unless specifically requested by County.

4.4 ESCALATION

Any requests for reasonable price adjustments must be submitted one hundred eighty (180) days prior to the Contract expiration date. Requests for adjustment in cost of services must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey. Not to exceed rate caps are set forth in Exhibit A.

4.5 TERMINATION

County may unconditionally terminate this Contract for convenience by providing One hundred twenty (120) calendar days advance notice to the Contractor.

County may terminate this Contract if Contractor fails to pay any charge when due or fails to perform or observe any other material term or condition of the Contract, and such failure continues

for more than ten (10) days after receipt of written notice of such failure from County, or if Contractor becomes insolvent or generally fails to pay its debts as they mature.

4.6 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.7 RESOLUTION OF DISPUTES; ARBITRATION

It is understood and agreed that any dispute, controversy or question arising under this Agreement shall be referred for decision by arbitration in Phoenix, Arizona, by an arbitrator selected by the parties. The proceeding shall follow the Rules of the American Arbitration Association then in effect or such rules last in effect (in the event such Association is no longer in existence). If the parties are unable to agree upon such an arbitrator within thirty (30) days after either party has given the other party written notice of its desire to submit the dispute, controversy or question for decision, then each party shall appoint an arbitrator of its choice. The appointed arbitrators will select a third arbitrator to hear the parties and settle the dispute, controversy or question. The compensation and expenses of the arbitrator(s) and any administrative fees or costs associated with the arbitration proceeding shall be borne equally by the parties.

Arbitration shall be the exclusive remedy for the settlement of disputes arising under this Agreement. The decision of the arbitrator(s) shall be final, conclusive and binding, and no action at law or in equity may be instituted by either party other than to enforce the award of the arbitrator(s).

4.8 ADDITIONS/DELETIONS OF SERVICE

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price and as reasonably agreed by Contractor. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.9 SUBCONTRACTING

The Contractor may not assign this Contract or subcontract to another third party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

4.10 AMENDMENTS

All amendments to this Contract must be in writing and signed by both parties.

4.11 RETENTION OF RECORDS

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the

right to examine, copy and make use of, any and all said materials in accordance with the audit provisions of this Agreement.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.12 AUDIT DISALLOWANCES

If at any time County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor. This provision shall be construed consistently with the audit and indemnity provisions of this Contract.

4.13 VALIDITY

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.14 RIGHTS IN DATA

The County shall have the use of data and reports resulting from this Contract in accordance with Exhibits B and D and applicable law, and as described in the audit provisions of this Contract. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder as mutually agreed.

4.15 INTEGRATION

This Contract, including Exhibits A through J, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

4.16 GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of Arizona. Exclusive venue for any action involving this Agreement will be in the state or federal courts sitting in Phoenix, Arizona.

4.17 **VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:**

4.17.1 **By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA using e-verify) and all other Federal immigration laws and regulations related to the immigration status of its employees. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract and verify employee compliance using the F-verify system. I-9 forms are available for download at USCIS.GOV.**

4.17.2 **The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or**

department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

4.18 **VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:**

4.18.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

4.18.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

4.19 **CONTRACTOR LICENSE REQUIREMENT:**

4.19.1 The Respondent shall procure all permits, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his business. The Respondent shall keep fully informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same.

4.19.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

AUTHORIZED SIGNATURE

Julie Schubel, Regional Director

PRINTED NAME AND TITLE

11001 N. Black Canyon Hwy., Phoenix, AZ 85029

ADDRESS

DATE

MARICOPA COUNTY

BY: _____
CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

MARICOPA COUNTY ATTORNEY

DATE

**EXHIBIT A
PRICING**

SERIAL 04161-RFP

PRICING SHEET **NIGP CODE 9482802**

BIDDER NAME: CIGNA Dental
 F.I.D./VENDOR #: 86-0807222
 BIDDER ADDRESS: 11001 N. Black Canyon Highway, Phoenix, AZ 85029
 P.O. ADDRESS: N/A
 BIDDER PHONE #: 602.371.2530
 BIDDER FAX #: 602.861.8187
 COMPANY WEB SITE: www.cigna.com
 COMPANY CONTACT (REP): Peggy Beaver
 E-MAIL ADDRESS (REP): peggy.beaver@cigna.com

1.0 PRICING: BEST AND FINAL OFFER

1.1 Dental Claim Administration: See Below
 Rate per month per employee: See Below

Rate Guarantee		
Year 1 (1/1/2006 - 6/30/2007)	Year 2 (7/1/2007 - 6/30/2008)	Year 3 (7/1/2008 - 6/30/2009)

Maximum Rate Increase		
Year 4 (7/1/2009 - 6/30/2010)	Year 5 (7/1/2010 - 6/30/2011)	Year 6 (7/1/2011 - 6/30/2012)

2.1 COUNTY ADMINISTRATION ONLY

2.1.1 ASO Fee	\$2.24	\$2.35	\$2.47	2.63% 5.0%	4.75 % 5.0%	5.0%
2.1.2 Network Access Fee	\$0.20	\$0.20	\$0.25	0.12% 20.0%	17.0%	.0%
Ltd Claims/Appeals (See Ex. B, Section 1.b)	\$0.11	\$0.12	\$0.13	Ø		

3.1 HEALTH SYSTEM ONLY

3.1.1 ASO Fee	\$2.31	\$2.43	\$2.55	5.0%	5.0%	5.0%
3.1.2 Network Access Fee	\$0.28	\$0.28	\$0.35	14.0%	13.0%	0.0%
Ltd Claims/Appeals (See Ex. B, Section 1.b)	\$0.11	\$0.12	\$0.13			

4.1 MINIMUM GUARANTEED DISCOUNT IN NETWORK PROVIDERS (See Ex. J)

4.1.1 GENERAL DENTISTRY	25.0%
4.1.2 SPECIALISTS	25.0%

5.1 What, if any, set-up fees are

there in addition to the monthly

ASO fees:

LIST FEES AND
PRICE

\$0.15 PEPM Booklet Printing/Shipping
No Additional Fees.

Customer Reporting Charges - See Ex. D

CIGNA rate guarantees assume a total in-force population of approximately 7246 employees for County Administration. It further assumes that 6000 of these employees will enroll in the CIGNA Dental PPO plan. Should enrollment vary from the assumed more than -25% then CIGNA reserves the right to revisit the proposed guarantees for years 2 and 3, and revise them if deemed necessary.

EXHIBIT B

ADMINISTRATIVE SERVICES

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Section 1. Claim Administration

- a. Connecticut General Life Insurance Company ("Connecticut General") shall, consistent with the current claim administration procedures and practices then applicable to its own health care plan administration business:
- i. receive claims for Plan benefits and requests for Plan services, and expeditiously review such claims and requests to determine what amount, if any, is due, payable and/or allowable with respect thereto in accordance with the terms and conditions of the Plan;
 - ii. disburse or provide, to the person entitled thereto, benefit payments or authorization for services that it determines to be due in accordance with the provisions of the Plan; and
 - iii. provide to the claimant within the time limits then required following receipt of a claim, written notification (a) as to the disposition of the claim, or (b) of an anticipated delay beyond such time limits in the disposition of the claim together with an explanation of the delay.
- b. Employer hereby delegates to Connecticut General the authority, responsibility and discretion to determine all questions of eligibility and status under the Plan, to interpret and construe the provisions of the Plan, as necessary, to reach factually supported conclusions, and to make a full and fair review of each claim which has been denied, pursuant to requirements of the Employee Retirement Income Security Act, as amended (ERISA).

Specifically, Connecticut General will make the initial claim determination on all "claim for benefits" as defined under ERISA. Connecticut General will also handle the one level mandatory appeal of "Urgent Care Claims", as that term is defined under ERISA. Connecticut General will also handle both mandatory levels of appeal determinations for all "Concurrent", "Pre-service" and "Post-service" claims as these terms are defined under ERISA. Connecticut General shall notify the claimant or the claimant's authorized representative of its decision. Employer acknowledges that this delegation of discretionary authority is reflected in its Plan Document.

Section 2. Funding and Payment of Claims

- a. Employer shall establish in its or its nominee's name, a benefit plan account ("Account") with a bank designated by Connecticut General, and shall fund the Account as further described in Exhibit I in an amount which will be sufficient at all times to fund the checks written on it for payment of Plan benefits and

such Plan-related expenses as set forth in Exhibit D. Charges to the Account may include capitation payments, which are contractually determined periodic payments to certain network providers based on the number of Plan participants entitled to receive services from that provider ("Capitation Payments"), in return for which such network providers furnish certain agreed-upon services to eligible participants. Charges may also include: (i) network access fees, as set forth in Exhibit A, which are paid to Connecticut General's healthplan affiliates for the establishment and maintenance of provider networks as set forth in Exhibit D; (ii) expenses described in Sections 6.c.iii. and 6.c.iv. of this Exhibit B; and (iii) monies owed to Connecticut General by the Employer as a result of Connecticut General paying to Employer amounts not due by Connecticut General to Employer. In addition, there may also be payments to Connecticut General affiliates or subcontractors for the provision of certain in- and out-of-network services. These charges and the services for which they pertain are itemized in Exhibit A.

- b. Connecticut General, as agent for the Employer, shall issue checks from the Account for Plan benefits and Plan-related expenses in the amount Connecticut General determines to be proper under the Plan and/or under this Agreement.

In the event that the Account is not funded as further described in Exhibit I to pay all Plan benefits and Plan-related expenses when due, then Connecticut General shall cease to process claims (including runout claims, if applicable) under this Agreement.

- c. In the event Connecticut General pays any person less than the amount to which he is entitled under the Plan, Connecticut General will promptly adjust the underpayment by drawing the additional funds from the Employer's Account. In the event Connecticut General overpays any person entitled to benefits under the Plan, or pays benefits to any person not entitled to them, Connecticut General shall take all reasonable steps to recover the overpayment; however, Connecticut General shall not be required to initiate court, mediation, arbitration or other administrative proceedings to recover an overpayment. Connecticut General shall only be liable for overpayments to the extent set forth in Section 6.e.
- d. Connecticut General shall indemnify and save the Employer harmless from any loss proximately caused by criminal or intentionally wrongful acts by any employee of Connecticut General arising out of its use of the Account and the corollary check stock under its control. This indemnity shall survive the termination of this Agreement. The Employer shall give Connecticut General prompt and timely notice of any fact or condition which comes to its attention which may give rise to a claim of indemnity under this paragraph.

- e. Following termination of this Agreement, the Employer shall remain liable for payment of all Plan benefits or fees due any provider or entity for services rendered prior to termination and for all reimbursements due any Plan Participant under the Plan. Employer shall reimburse Connecticut General to the extent Connecticut General makes any such payment. In no event shall any payment of Plan benefits or fees by Connecticut General be construed to oblige Connecticut General to assume any liability of the Employer for the payment of such benefits or fees. This provision shall survive the termination of this Agreement.

Section 3. Charges

- a. Charges. Employer shall pay Connecticut General charges for services performed as described in Exhibit A and D, in the amounts and according to the schedules listed in Exhibit D, or any other applicable exhibits, and any sales or use taxes, or any similar benefit- or plan-related charge, surcharge or assessment, however denominated, which may be imposed by any governmental authority (collectively hereafter referred to as "Charges").
- b. Monthly Statement. A monthly statement showing (i) charges determined in accordance with the schedule set forth in Exhibits A and D, except to the extent that such charges are processed through the Account, plus (ii) the fees for optional services, if any, identified in Exhibit D, plus (iii) the charges set forth in any other applicable Exhibit hereto, plus (iv) any sales or use taxes, or any similar benefit- or plan-related charge, surcharge or assessment, however denominated, which may be imposed by any governmental authority, shall be produced by Connecticut General. The Charges shall be computed by reference to the actual number of employees covered for such month (see subparagraphs f and g below), the actual number of Service Lines Processed for such month, if applicable, the actual number of Claim Checks Issued for such month, if applicable, and/or the number of prescriptions processed for such month, if applicable.
- c. Late Payment Charges Payments received after the last day of the month in which they are due (as set forth in the Contract, Section 2.2 shall be subject to late payment charges, from the Due Date at a rate calculated as follows: the lesser of 10% per A.R.S. § 44-1201 or the one (1) year Treasury constant maturities rate for the first week ending in January plus five percent (5%). For purposes of calculating late payment charges, payments received will be applied first to the longest outstanding amount due. Connecticut General reserves to itself the right to revise the methodology for calculating late payment charges at any time upon the giving of thirty (30) days' advance written notice. Nothing in this section 4 limits the right of either party to terminate the Agreement in accordance with Section 8.a.

- d. Employee Charges - Additions and Terminations.
 - i. Additions. If an employee becomes covered on or before the fifteenth (15th) day of the month, full Charges shall be due for that employee for that month. If coverage begins on any other day of the month, no Charges shall be due for that employee for that month.
 - ii. Terminations. If coverage ceases on or before the fifteenth (15th) day of the month for an employee, no Charges shall be due for that employee for that month. If coverage ceases on any other day of the month for an employee, full Charges are due for that employee for that month.
- e. Retroactive Changes and Terminations. Employer shall remain responsible for all Charges and claims incurred or charged through the date Connecticut General processes Employer's notice of a retroactive change or termination. However, if the change or termination would work a reduction in fees, Connecticut General shall credit to Employer the reduction in network access fees, medical management fees and claim administration fees charged for the shorter of (a) the sixty (60) day period preceding the date Connecticut General processes the notice, or (b) the period from the date of the change or termination to the date Connecticut General processes the notice.
- f. For purposes of this Agreement:
 - i. a "Claim Check Issued," if applicable, means any payment by Connecticut General to or on behalf of an individual under the Plan; and
 - ii. a "Service Line Processed", if applicable, means the line item created by Connecticut General's claim systems upon review of service/treatment codes submitted in accordance with the plan.

Section 4. Enrollment and Determination of Eligibility

- a. Employer shall:
 - i. respond to all routine inquiries from employees concerning enrollment in the Plan and its terms, conditions, and operations;
 - ii. handle all enrollment activity including the transmission to employees and back to Connecticut General of employee documents necessary for HSA enrollment and account establishment; and

- iii. notify Plan participants of their right to apply for benefits and supply them with claim forms (to be provided by Connecticut General) and claim filing instructions.
- b. Eligibility Determinations and Eligibility Data. In determining any person's right to benefits under the Plan, Connecticut General shall rely upon eligibility information furnished by the Employer. It is mutually understood that the effective performance of this Agreement by Connecticut General will require that it be advised on a timely basis by the Employer during the continuance of this Agreement of the identity of individuals eligible for benefits under the Plan. Such information shall identify the effective date of eligibility and the termination date of eligibility and shall be provided promptly to Connecticut General in a form and with such other information as reasonably may be required by Connecticut General for the proper administration of the Plan. Employer represents and warrants that its eligibility determinations shall be in accordance with the terms of the Plan.
- c. Release of Liability. Employer acknowledges that its prompt furnishing of complete and accurate eligibility and benefit information is essential to the timely and efficient administration by Connecticut General of claims for the Plan. If Employer, or any party designated by Employer, fails to provide Connecticut General with accurate eligibility information, benefit design requirements, or other agreed-upon data, including but not limited to electronic data, tapes, or software, in an accessible and readable format, and in the time frame and format prescribed by Connecticut General ("Required Data"), Connecticut General shall have no liability whatsoever under this Agreement (specifically including but not limited to Section 6.e. herein) for any act or omission by Connecticut General, or its employees, affiliates, subcontractors, agents, or representatives, which is directly or indirectly caused by such failure.
- d. Reconciliation of Eligibility Data. Connecticut General will periodically share potential discrepancies in eligibility data with Employer. Employer agrees to review such data and reconcile any discrepancies within thirty (30) days of receipt.
- e. Default Terminations. If Employer does not reconcile within the timeframe specified in subparagraph d above a participant who is listed as eligible in Connecticut General's eligibility data, but who is not listed as eligible in Employer's submitted eligibility data, Connecticut General will terminate coverage for said participant.

Section 5. Plan Claim Audits, Record Retention and Review

- a. The Employer has the right to perform a claim audit of Plan benefits administered by Connecticut General pursuant to the

following terms. Upon forty-five (45) days' advance written request, all documents relating to the payment of claims shall be made available to the Employer for its audit or inspection during regular business hours at the place or places of business where it is maintained by Connecticut General. Any audit shall be conducted pursuant to the Claim Audit Agreement attached as Exhibit F, limited to reviewing claims at most two years prior to the date of the claim audit, and may be subject to a pre-determined charge. The Employer and Connecticut General must mutually agree upon any third-party auditor that the Employer retains to perform and audit. Audits may be permitted as follows:

Less than 5000 enrolled employees: One (1) audit every two (2) Plan years.
5000 or more enrolled employees: One (1) audit each Plan year.

Each audit permitted pursuant to this Section 5.a. shall be limited to a review of not more than 225 claims paid during the time frames identified above. Moreover, any additional audits or requests to review more than 225 claims during an audit will be subject to a charge mutually agreed upon by and between Employer and Connecticut General.

Any release of confidential records or information to the Employer or its designee shall be made subject to the Privacy Provisions attached hereto as Exhibit G.

Employer agrees that it shall ensure that any designee or other third party who will have access to such confidential records or information executes such documentation required by Connecticut General to effectuate the purpose of this section. No information shall be furnished in the absence of such documentation.

Upon termination of this Agreement, claim information shall be furnished to Employer to the extent administratively feasible and to the extent that the parties negotiate a mutually agreeable charge.

If erroneous claim payments are identified in an audit, no adjustments or refunds shall be made based upon statistical projections or extrapolations of actual errors.

- b. Employer shall have no interest in, nor shall Connecticut General have any obligation to provide to Employer any claim or payment data recorded for or otherwise integrated into Connecticut General's data processing systems during the ordinary course of business (provided, however, that claim or payment data will be available to Employer pursuant to Section 5.a.), any information which Connecticut General reasonably deems to be proprietary in nature or any information which Connecticut General reasonably

believes it cannot divulge due to applicable state and/or federal privacy restrictions.

- c. All data and records shall be maintained by Connecticut General for the same periods of time, in the same manner, and subject to the same privacy and confidentiality safeguards as similar data maintained by Connecticut General in connection with its own insurance business.
- d. If, upon the written request by Employer, Connecticut General agrees to provide certain of its proprietary information including, but not limited to, information about Connecticut General's arrangements with health care providers ("Proprietary Information") to Employer's designee(s), Employer agrees that the Proprietary Information will be kept confidential and will be used solely for the purpose of satisfying Employer's responsibilities with respect to the administration of the Plan as identified in its request.
- e. The obligations set forth in this section shall survive termination of the Agreement.

Section 6. Liability and Indemnity

- a. In performing its obligations under this Agreement, Connecticut General neither insures nor underwrites any liability of the Employer or the Plan and acts only as the provider of the services described in this Agreement.
- b. Connecticut General shall have no duty or obligation to defend against any action or proceeding brought to recover a claim for Plan benefits. Connecticut General shall, however, make available to the Employer and its counsel, such evidence relevant to such action or proceeding as Connecticut General may have as a result of its administration of the contested benefit determination.
- c. Except as otherwise explicitly provided in this Agreement, the Employer shall accept the tender of defense and retain the liability for all Plan benefit claims and all expenses incident to the Plan and agrees to indemnify Connecticut General for and hold it, its directors, officers, and employees, harmless from all amounts and expenses (including reasonable attorneys' fees and court costs) for which Connecticut General may become liable:
 - i. for any state premium, or similar tax, or any similar benefit- or plan-related charge, surcharge or assessment, however denominated, including any penalties and interest payable with respect thereto, assessed against Connecticut General on the basis of and/or measured by the amount of Plan benefits administered by Connecticut General pursuant to this Agreement;

- ii. in consequence of any acts or omissions occurring during the operation of this Agreement alleged to be a breach of fiduciary duty;
- iii. arising from any legal action or proceeding to recover benefits under the Plan;
- iv. arising from any claim, legal action or proceeding, whether made by or on behalf of any Plan participant or participants, any governmental body or bodies, or any other party, regarding unclaimed or abandoned property, or laws relating thereto, or any escheat obligations, as related to Plan benefits administered pursuant to this Agreement, including any penalties and interest payable with respect thereto; and/or
- v. resulting from any claim, legal action or proceeding arising directly or indirectly out of release of confidential information or protected health information to Employer, the Plan or a third party or arising out of the use of such information by the Plan, Employer or a third party or any violation of the terms of Exhibit G ("Privacy Addendum") by the Plan or Employer.

This indemnity shall survive the termination of this Agreement.

- d. In the event litigation is instituted by a third party against the Employer and/or Connecticut General concerning any matter under the Plan, including a suit for Plan benefits, each party to this Agreement shall have sole authority to select legal counsel of its choice.
- e. Connecticut General shall use ordinary and reasonable care in the performance of its duties, but shall not be liable to the Employer for mistakes of judgment or other actions taken in good faith (including benefits erroneously overpaid). Connecticut General will indemnify and hold the Employer harmless from and against all extra-contractual (non-benefit) costs, damages, judgments, attorneys' fees, expenses, and liabilities of any kind or nature, including overpayments unrecovered pursuant to section 2.c., which occur as the result of:
 - i. Connecticut General's gross negligence or intentional wrongdoing with respect to the administration of claims under the Employer's Plan; and/or
 - ii. Connecticut General's negligent or intentional use or disclosure of protected health information in violation of the terms of Exhibit G ("Privacy Addendum") to this Agreement.

Notwithstanding the above, Connecticut General's duty to indemnify 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.

- f. To avoid misunderstanding by third parties concerning the respective duties and liabilities hereunder, each party agrees not to use the other's name, logo, service marks, trademarks or other identifying information without the prior written approval of the other.
- g. Upon termination of this Agreement or of any individual Plan Participant hereunder, and except as otherwise explicitly provided in this Agreement, Employer shall retain the liability for all reimbursement requests and all expenses incident to any FSA, HRA and/or DFSA and for any and all violations of the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") and agrees to indemnify Connecticut General for and hold it, its directors, officers, and employees, harmless from all amounts and expenses (including reasonable attorneys' fees and court costs) in connection therewith for which Connecticut General may become liable.

Section 7. Modification of Plan and Administrative Duties and Charges

- a. Connecticut General shall have the right to revise any charge (i) on the first anniversary of this Agreement, (ii) at any time thereafter by giving Employer not less than thirty (30) days' prior written notice, but not more frequently than once in any six (6) month period, (iii) upon any modification or amendment of Plan benefits or administrative duties, (iv) upon any variation of plus or minus fifteen percent (15%) in the number of participants in Employer's Plan in relation to the number of participants used by Connecticut General in calculating the charge, and/or (v) upon any change in law or regulation which materially impacts Connecticut General's liabilities and/or responsibilities under this Agreement.
- b. Modification or amendment of the Plan shall be communicated in writing by the Employer to Connecticut General. Implementation of the modification or amendment shall be mutually agreed upon by the Employer and Connecticut General subject to data processing systems changes, retroactive effective dates, and other adjustments and procedure changes necessitated by the modification or amendment.
- c. The term "Plan" as used in this Agreement shall include each such modification or amendment as of the implementation date agreed upon by the parties.

- d. Modification of the duties as described in Exhibit D or other applicable exhibits shall be by mutual agreement of the Employer and Connecticut General. Any such modification (and the revised charge, if any, applicable thereto) shall be evidenced by letter agreement between the parties which, upon execution, shall become a part of this Agreement.

Section 8. Termination of Agreement

- a. This Agreement shall terminate upon the earliest of the following dates:
 - i. The effective date of any state's or other jurisdiction's action which prohibits activities of the parties under this Agreement;
 - ii. At the option of Connecticut General, the date upon which the Employer fails to fund the Account in a sufficient amount pursuant to Section 2.a. or fails to pay any charge as provided in Section 3. Connecticut General shall immediately communicate its election of this option to Employer.
- b. Following termination of this Agreement for any reason other than as provided in Section 8.a.ii. above, or upon termination of eligibility of a Plan participant(s), or upon termination of a benefit option, Connecticut General shall continue for a period of twelve (12) months to administer all claims for Dental PPO Plan participants that were incurred prior to termination. No additional charge shall be assessed for this service.

At the termination of the applicable run-out period, Connecticut General shall make all records relating to such claims in process reasonably available to the Employer.

With respect to all other claims, following termination of this Agreement for any reason other than as provided in Section 8.a.ii. above, or upon termination of eligibility of a Plan participant(s), or upon termination of a benefit option, Connecticut General shall cease the processing of all such claims then in its possession and make all records relating to claims in process reasonably available to the Employer. This obligation shall not require Connecticut General to provide to Employer or any other party proprietary information.

Section 9. Third Party Beneficiaries

This Agreement is for the benefit of Employer and Connecticut General and not for any other person. It shall not create any legal relationship between Connecticut General and any employee, beneficiary or any other party claiming any right, whether legal or equitable, under the terms of this Agreement or of the Plan.

Section 10. Waivers

No course of dealing or failure of either party to strictly enforce any term, right or condition of this Agreement shall be construed as a general waiver or relinquishment of such term, right or condition. Waiver by either party of any default shall not be deemed a waiver of any other default.

Section 11. Headings

Article, section, or paragraph headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

Section 12. Survival

Provisions contained in this Agreement that by their sense and context are intended to survive completion of performance, termination or cancellation of this Agreement shall so survive.

Section 13. Force Majeure

Connecticut General shall not be liable for any failure to meet any of the obligations or provide any of the services and/or benefits specified or required under this Agreement where such failure to perform is due to any contingency beyond the reasonable control of Connecticut General, 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 Connecticut General, 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.

Section 14. Internet Usage

Employer shall not establish a link from any World Wide Web site to any Connecticut General World Wide Web site without the prior written permission of Connecticut General.

EXHIBIT C

PLAN DOCUMENT

Plan No. _____

Plan Booklet to be provided by Employer to Connecticut General and attached as Exhibit C. If Employer has not provided Connecticut General with a copy of its finalized Plan Booklet by the time this Agreement is effective, Connecticut General will administer Employer's benefits in accordance with the definitions and other language contained in the draft version of the Plan Booklet created when the Employer purchased services under this Agreement. Connecticut General will continue to administer Employer's benefits in this manner until Connecticut General receives the finalized Plan Booklet and follows its preparation and review process. After that time, the finalized Plan Booklet will be used to administer Employer's benefits.

EXHIBIT D

PART A. DESCRIPTION OF BASIC ADMINISTRATIVE SERVICES AND OPTIONAL SERVICES PROVIDED BY CONNECTICUT GENERAL OR AN AFFILIATED COMPANY; CHARGES

I. BASIC ADMINISTRATIVE SERVICES Charges for Basic Administrative

Services are set forth in Exhibit A.

A. BANKING AND ADMINISTRATION

1. Furnishing of bank account activity data (to the extent administratively reasonable) to Employer on a mutually agreed upon frequency;
2. Preparation for Employer of information reports required in connection with claim payments under the Plan to providers of health care services pursuant to Section 6041 of the Internal Revenue Code;
3. To the extent that the Employer has elected, pursuant to section 63 of the New York Health Care Reform Act of 1996 (section 2807-t of the Public Health Law) ("the Act") to pay the assessment on covered lives set forth in section 63 and has consented to the conditions set forth in section 63, Connecticut General shall file such forms and pay such assessment on covered lives on behalf of the Employer to the extent set forth in section 63. Such obligation shall end immediately upon the Employer's failure to provide any information required by Connecticut General to fulfill this obligation, the failure to comply with any requirement imposed upon the Employer pursuant to the Act or the failure of the Employer to properly fund the bank account as set forth in Section 2.a. of this Agreement. For the purposes of Section 2.a., all payments made by Connecticut General pursuant to this Section shall be considered "Plan-related expenses."

Connecticut General shall file such forms and pay such assessments in accordance with and as required by applicable Massachusetts law and regulation relating to the Massachusetts Uncompensated Care Trust Fund established by Massachusetts Senate Bill 1699.

B. CLAIM ADMINISTRATION

1. Calculation of benefits, check preparation and communications will be accomplished through existing systems and following already established procedures and processes;
2. Preparation and delivery of standard claim forms to the Employer for issuance to eligible employees under the Plan;
3. Investigation of claims, as necessary;
4. Discussion of claims, where appropriate, with providers of health services;
5. Performance of internal audits of claim payments on a random sample basis;
6. Application of claim control procedures necessary to the effective implementation of the basic principles of the Plan;
7. Legal Department response to legal inquiries posed by the Claim Department during the administration of a claim;
8. Response to Insurance Department complaints concerning denied claims;
9. Shared toll-free telephone service to Connecticut General Claim Office;
10. Direct employee and provider counseling by Connecticut General or an affiliate or subsidiary company;
11. Explanation of Benefit ("EOB") vouchers for indemnity plan claims and out-of-network services provided directly to claimants;
12. Notification to claimants of rejected claims and the reason for the rejection;
13. Claim Department consultation, as necessary, with its health care and legal consultants in handling claims. (The Employer will be responsible for seeking its own advice if more specific consultative services are required in a particular case.);

14. Periodic update of eligible employees based upon information provided by Employer; and
15. Coverage verification by Connecticut General or an affiliate or subsidiary company using monthly list updated by Employer through paper or electronic submission methods.
16. Preparation and delivery of standard enrollment forms to the Employer for issuance to eligible employees under the Plan; and
17. Provision of standard Dental predetermination of benefits procedures.

C. DOCUMENT PRODUCTION

1. Preparation and delivery of standard employee booklet drafts.

D. SALES AND UNDERWRITING SERVICES

1. Provision of annual year-end accounting consisting of a summary of the number and amount of paid claims at the coverage level and a summary of fees paid
2. Underwriting services
 - a. Benefit design analysis
 - Development of the plan of benefits
 - Advice on adequacy of present or proposed benefit design depending on market trends and industry expectations
 - Rate calculation for benefit change
 - Benefit adequacy studies
 - Calculation of benefit costs
 - b. Reserve analysis
 - Recommendation of reserve levels for incurred but unpaid claims

- c. Projected cost analysis
 - Determination of expected claim costs (accrual rates) for existing benefits annually and proposed benefits, as needed
- d. Multi-divisional reports and disclosures

E. COST CONTAINMENT

- 1. Provision of standard cost containment controls limited to reasonable and customary determinations and application of nonduplication and coordination of benefits rules and provide information about participants and members to State Medicaid agencies or the State's agent to coordinate with Medicaid;
- 2. Delivery of information, as necessary, regarding standard application of nonduplication or coordination of benefits; and
- 3. Annual reporting of standard dental cost containment results as described in item 1. above, upon Employer's request.

F. NETWORK MANAGEMENT SERVICES

With respect to networks owned or managed by Connecticut General or one of its healthplan affiliates, Connecticut General, and/or its affiliated or subsidiary companies providing services to Employer's Plan hereunder, shall:

- 1. by contractual arrangement with its healthplan affiliates, establish and maintain a network of providers for the purpose of providing dental services in accordance with the terms of the Plan to participants in the Plan;
- 2. ensure that providers participating in the network are adequate in number and distribution to furnish the dental services covered under the Plan and that they are screened by Connecticut General or its designated affiliate or subsidiary prior to participating in the network;
- 3. establish and monitor compliance with protocols and procedures for network provider credentialing, quality monitoring, participant satisfaction, and grievance resolution;

4. arrange for communication to participants of the list of network providers and such other information as Connecticut General and Employer agree may be necessary for the effective maintenance of the Plan and the network; and
5. maintain a customer services unit to respond to participant inquiries.

G. HIPAA INDIVIDUAL RIGHTS

Handling of requests from employees and dependents for access, amendment and accounting of protected health information and requests for restrictions and alternative communications as such rights are required under Federal HIPAA law and regulations pursuant to terms set out in this Agreement and its Exhibits.

II. DESCRIPTION OF AVAILABLE OPTIONAL SERVICES SELECTED BY EMPLOYER

NOTE: An additional charge will be assessed for the provision of service(s) included in this Description of Available Optional Services which have been selected by the Employer. There are other Available Optional Services that Employer has elected not to receive.

A. CLAIM ADMINISTRATION

1. Limited Claims and Appeal Services (Dental) Refer to Exhibit A

B. CLAIM TAB REPORTING

1. Claim Tabs Included in the Administration Charges set forth in Exhibit A

C. DOCUMENT PRODUCTION

1. Printing and shipping of cert /booklet/rider/SPD Per Exhibit A, charge is \$0.15/employee/month
2. Assistance drafting booklet SPD No Charge

D. CUSTOMER REPORTING

EXHIBIT E

[Performance Guarantee Agreement will go here. This is a stand-alone document; in other words, not meeting the Performance Guarantees gives rise to the financial penalties set forth in the Performance Guarantees and does not give rise to a claim of breach, etc. under the main Contract for which termination or other remedies would apply.]

Maricopa County

Proposed Performance Guarantees – CIGNA Dental PPO Plan

Performance Category	Performance Commitment	Results Measured At	Annual Penalty Amount
Claims Time-to-Process	Measured for the term of the contract, results will meet or exceed: <ul style="list-style-type: none"> 90.0 percent claims processed w/in 10 business days 98.0 percent claims processed w/in 15 business Days 	Office Level Office Level	\$6,250 \$6,250
Claim Accuracy	Measured for the term of the contract, results will meet or exceed: <ul style="list-style-type: none"> 99.0 percent of total audited claim dollars are paid correctly 96.0 percent of total audited claims are processed correctly 	Office Level Office Level	\$6,250 \$6,250
Telephone Services	Measured for the term of the contract, results will not exceed: <ul style="list-style-type: none"> 30 seconds to answer a phone call no more than 4.0 percent of calls received by call center(s) will be terminated 	Office Level Office Level	\$6,250 \$6,250
Account Management	Account Management Composite Score (all categories) of 3.0 or better on the Account Management Report Card based on four (4) quarterly assessments.	Account Level	\$6,250
Implementation Services	<ul style="list-style-type: none"> Ready by commitment date Ready by commitment date Ready by commitment date Score of 3.0 or better based on subjective evaluation 	Account Level	\$6,250
Network Development (Contact Commitment)	CIGNA will reach out and contact the 69 providers listed on the top 250 most utilized dentists sent to CIGNA on March 31, 2005, who are currently participating with the existing dental PPO network and not participating with CIGNA. In addition, we will contact the top 8 dentists who have .30% or greater of the grand total paid claims that are not participating with either the current dental PPO network or CIGNA. All contacts will be made by September 30, 2005	Account Level (77 Dentists)	\$10,000
Network Development (Contract Commitment)	CIGNA will negotiate with the 69 dentists on the top 250 most utilized dentists sent to CIGNA on March 31, 2005, who are participating with the current dental PPO network and not with CIGNA. CIGNA will contract with 50% of the dentists by December 31, 2005 and the remaining 50% by June 31, 2006.	Account Level (69 Dentists As Follows) Less than 35 Dentists 36 - 53 Dentists 54 - 69 Dentists	\$5,000 \$2,500 \$2,500
Total Penalty			\$70,000

EXHIBIT E.1

CIGNA HealthCare
Implementation Performance Guarantee Agreement

By and Between

Maricopa County

“Employer”

And

Connecticut General Life Insurance Company

“Connecticut General”

For the Plan(s) Effective: January 1, 2006

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CIGNA HealthCare Implementation Performance Guarantee Agreement

Customer: Maricopa County

Plan Effective Date: January 1, 2006

Account Number(s) involved in Implementation Performance Guarantee(s): 3205496

ATTACHMENT A – IMPLEMENTATION PERFORMANCE COMMITMENTS AND PENALTIES

Products included in Implementation Performance Commitments: Dental Indemnity

Projected number of Enrolled Employees on Plan Effective Date: 4,000

Performance Category	Performance Commitment	Penalty Amount
Identification Card Delivery Performance Standard	98% of Identification Cards mailed no later than the Commitment Date set forth in Attachment B.	\$1,562.50
Claim Readiness Performance Commitment	Benefit Profile and eligibility information loaded on claims processing system as of the Commitment Date set forth in Attachment B.	\$1,562.50
<i>Call Readiness Performance Commitment</i>	Service Center(s) ready to respond to customer inquiries as of the Commitment Date set forth in Attachment B.	\$1,562.50
<i>Overall Satisfaction with Implementation Services Performance Standard</i>	Score of no less than “3” on Statement 1 of the CIGNA HealthCare Implementation Survey.	\$1,562.50
	Total Financial Commitment	\$6,250.00

In connection with the services Connecticut General will provide to Employer with respect to the employee welfare benefit plan sponsored by Employer (the "Plan") under the Contract, Connecticut General and Employer desire to implement performance guarantees according to the terms set forth below, effective as of the date the Contract to which this Exhibit E.1 is attached is executed on behalf of Employer ("Signature Date"). Performance guarantees will be offered for the following products: Dental Indemnity. This Exhibit E.1 is intended to be a stand-alone document. Breach or non-compliance by Connecticut General or by Employer of any provision, standard or term of this Exhibit E.1 shall have no remedy except as expressly stated in this Exhibit E.1 and shall not give rise to a claim of breach or violation of any term of the Contract to which this Exhibit E.1 is attached.

Section 1. Term

- 1.1. The term of this Exhibit E.1 (the "Term") shall be from the Signature Date through the last day of the twelfth (12th) consecutive month following the Plan Effective Date (as provided in Attachment A) unless this Agreement is earlier terminated in accordance with Section 7 below.
- 1.2. This Exhibit E.1 shall not renew automatically or otherwise after the Term ends.

Section 2. Conditions Precedent

Employer acknowledges and agrees that conditions precedent to the effectiveness of this Exhibit E.1 are as follows:

- 2.1. The Contract to which this Exhibit E.1 is attached is signed by both parties no later than thirty (30) days prior to the Plan Effective Date; if customized member collateral and/or ID cards have been requested, then the Contract must be executed no later than sixty (60) days prior to the Plan Effective Date.
- 2.2. The benefits offered under the Plan, including both design and structure (the "Benefit Profile"), have been finalized and approved by Employer and Connecticut General no later than thirty (30) days prior to the Plan Effective Date.
- 2.3. An implementation calendar, attached to this Agreement as Attachment B and incorporated by this reference (the "Implementation Calendar"), has been finalized and approved by the Employer and Connecticut General.
- 2.4. The Employer has fulfilled its obligations, as set forth in the Implementation Calendar. In the event that the Employer determines it cannot fulfill an obligation as of a designated completion date, the Employer shall notify Connecticut General and the parties shall, if

necessary, amend the Implementation Calendar, in writing, upon terms mutually agreeable to the parties.

- 2.5. The number of enrolled employees in that portion of the Plan administered by Connecticut General exceeds 200 on the Plan Effective Date.
- 2.6. Where the Employer or a third party is responsible for providing eligibility information or data of any kind to Connecticut General, including but not limited to electronic data, tapes or software, the data is accurate and accessible.
- 2.7. In order for the Overall Satisfaction Guarantee to be binding, Employer must return the completed Account Implementation Survey within thirty (30) days of receipt, in accordance with paragraph 3.4 below.
- 2.8. Connecticut General must continue to administer the Plan under the Contract throughout the term of this Exhibit E.1.

Section 3. Performance Commitments and Penalty Amounts

In connection with the services Connecticut General will provide to the Employer with respect to the Plan, Connecticut General guarantees its performance as stated below. (A summary of all performance commitments and their associated penalties is attached as Attachment A.)

- 3.1. **Identification Card Delivery Performance Commitment.** A pre-determined percentage (%) of identification cards, as set forth in Attachment A, for all eligible participants under the Plan for whom complete and accurate eligibility information has been received shall be mailed no later than the Commitment Date set forth in Attachment B. The penalty for Connecticut General's failure to meet the Identification Card Delivery Performance

Commitment shall be the amount set forth in Attachment A.

- 3.2. **Claim Readiness Performance Commitment.** The Benefit Profile and all complete and accurate eligibility information for each eligible participant under the Plan shall be loaded on Connecticut General's claims processing system as of the Commitment Date set forth in Attachment B. The penalty for Connecticut General's failure to meet the Claim Readiness Performance Commitment shall be the amount set forth in Attachment A.
- 3.3. **Call Readiness Performance Commitment.** The Plan specifications shall be loaded into the applicable inquiry system with the Service Center(s) ready to respond to customer inquiries as of the Commitment Date set forth in Attachment B. The penalty for Connecticut General's failure to meet the Call Readiness Performance Commitment shall be the amount set forth in Attachment A.
- 3.4. **Overall Satisfaction with Implementation Services Performance Commitment.** The Employer shall be satisfied with the Implementation process, as reflected by a score of no less than "3" on Statement 1 of an Account Implementation Survey to be distributed to the Employer by Connecticut General in a form attached as Attachment C. Statement 1 recites that the overall implementation of the account or account changes met the Employer's needs. A score of "3" will mean that the Employer neither agrees nor disagrees with this statement. The Account Implementation Survey shall be provided to the Employer within thirty (30) calendar days of the Plan Effective Date; the Employer shall return the completed Account Implementation Survey results to Connecticut General within thirty (30) days of receipt. The Account Implementation Survey shall be distributed to appropriate members of the Employer's benefits staff, and the above score shall be the average of all of the staff members' scores on Statement 1. The penalty for Connecticut General's failure to meet the Overall Satisfaction with Implementation Services Performance Commitment shall be the amount set forth in Attachment A.

Section 4. Evaluation of Services and Payment of Penalties

- 4.1. Within four (4) months of Plan Implementation Date, Connecticut General shall compile the necessary documentation and perform the necessary calculations to evaluate its fulfillment of each performance commitment set forth in this Exhibit E.1 and make this information available to the Employer.
- 4.2. Any dispute with the amount Connecticut General determines to be owed under this Exhibit E.1 must be raised in writing within sixty (60) days of the date Connecticut General notifies the Employer of its determination.
- 4.3. If Connecticut General fails to meet any of the performance commitments set forth in Section 3, Connecticut General shall pay or credit to the Employer the appropriate financial penalty set forth in Attachment A.
- 4.4. The penalty amounts in Attachment A have been established in relationship to the number of employees that the Employer has projected will be enrolled on the Plan Effective Date. That number is stated in Attachment A. In the event that the actual number of employees enrolled on the Plan 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, Connecticut General 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 Plan Effective Date is less than eighty-five (85%) of the projected number.
- 4.5. The total amount payable by Connecticut General during the Term for failure to meet the performance commitments set forth in this Exhibit E.1 shall not exceed the sum of the penalties associated with each performance commitment; that maximum amount is given in Attachment A.
- 4.6. The penalty amounts payable under this Exhibit E.1 are subject to the offset provisions of Section 6 below.
- 4.7. No third party audit results will be used to

measure Connecticut General's performance under this Exhibit E.1.

- 4.8. Connecticut General's obligation to pay any amount to Employer pursuant to this Exhibit E.1 is conditioned upon the Contract to which this Exhibit E.1 is attached being in full force and effect at the time a penalty payment is due. No amount, otherwise payable to Employer, shall be payable to Employer pursuant to this Exhibit E.1 following the termination of the Contract to which this Exhibit E.1 relates regardless of whether the Guarantee Period specified herein ended prior to or at the same time as termination of such Contract.

Section 5. Change in Reporting Format or Measurement

Notwithstanding anything to the contrary contained in Section 4.10 of the Contract (Amendment), Connecticut General 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 Connecticut General's performance. In such event, the performance commitment will be modified to the degree necessary to carry out the intent of the parties.

Section 6. Offset

Connecticut General shall be entitled to offset any amount owed by Connecticut General to the Employer under this Exhibit E.1 against any amount owed by Employer to Connecticut General (including but not limited to amounts required to fund the claim bank account or deficits, if any), whether now existing or hereafter arising.

Section 7. Termination

This Exhibit E.1 shall terminate upon the earliest of the following dates:

- 7.1. the end of the Term;
- 7.2. the effective date on which any state or other applicable jurisdiction prohibits activities of the parties under this Exhibit E.1;

- 7.3. the date upon which the Employer either fails to meet its obligation to sufficiently fund the bank account from which claims are paid (if applicable), or fails to pay any premium charges, fees or other charges within the time frame specified in the Contract in which case no payment of penalties shall be due pursuant to this Exhibit E.1;
- 7.4. the date upon which the Contract under which Connecticut General provides services to the Employer is terminated;
- 7.5. the date upon which any condition precedent set forth in Section 2 is not fulfilled in which case no payment of penalties shall be due pursuant to this Exhibit E.1;
- 7.6. At the option of either party, on the date specified in a written notice to the other of its intention to terminate this Exhibit E.1, said notice to be given at least thirty (30) days prior to the specified termination date in which case no payment of penalties shall be due pursuant to this Exhibit E.1; or
- 7.7. any other date mutually agreeable to the Employer and Connecticut General.

In the event that this Exhibit E.1 is terminated for any of the reasons stated above, Connecticut General shall have no obligation to pay any penalties under this Exhibit E.1.

Section 8. Assignment

No assignment of rights or interests hereunder shall be binding unless approved in writing by a duly authorized officer of each of the parties hereto.

Section 9. Additional Provisions

Sections 4.2 (Notices), 4.7 (Resolution of Disputes; Arbitration), 4.10 (Amendments), 4.15 (Integration), 4.16 (Governing Law) of the Contract, together with Sections 9 (Third Party Beneficiaries), 10 (Waivers), 11 (Headings), 12 (Survival) and 13 (Force Majeure) of Exhibit B to the Contract are incorporated herein by this reference and made applicable to this Exhibit E.1.

ATTACHMENT B

MARICOPA COUNTY - IMPLEMENTATION WORK PLAN
Effective Date: 1/1/2006

Task	Responsible	Proposed Start Date (prior to effective date)	Proposed Completion Date (prior to effective date) ("Commitment Date")
Notification of sale	Maricopa County, Connecticut General	12 weeks	12 weeks
Create implementation guide for client	Connecticut General	12 weeks	12 weeks
Introduce Implementation Team to client; discuss benefits, reporting, structure, billing, eligibility, pre- and post-enrollment materials, claim forms, ID cards and claim history requirements	Connecticut General, Maricopa County	11 weeks	9 weeks
Send appropriate banking documents to client; initiate bank account (ASO Only)	Connecticut General	11 weeks	9 weeks
Plan enrollment meetings	Maricopa County, Connecticut General	11 weeks	9 weeks
Conduct supervisor/manager enrollment training meetings for client	Connecticut General	8 weeks	8 weeks
Conduct enrollment meetings	Maricopa County, Connecticut General	7 weeks	7 weeks
Confirm client approval of structure, benefit summary, sample bill, eligibility and overall implementation strategy as outlined in the implementation guide	Connecticut General	8 weeks	7 weeks
Prepare and mail administration manual for client	Connecticut General	8 weeks	6 weeks
Submit completed banking documents (ASO Only)	Maricopa County	5 weeks	4 weeks
Collect and distribute enrollment forms to appropriate areas for manual eligibility loading	Maricopa County, Connecticut General	8 weeks	6 weeks
Issue ID cards and post-enrollment collateral materials	Connecticut General	5 weeks	1 week
Claim Readiness	Connecticut General		1/1/2006
Call Readiness	Connecticut General		1/1/2006
Effective date of client's benefit program	Maricopa County, Connecticut General		1/1/2006
Review and approve benefit description certificate/booklet draft(s)	Maricopa County, Connecticut General		To be determined
Conduct wrap-up meeting regarding implementation	Maricopa County, Connecticut General		To be determined

Task	Responsible	Proposed Start Date (prior to effective date)	Proposed Completion Date (prior to effective date) ("Commitment Date")
<i>Discuss ongoing reporting and administrative procedures</i>	<i>Maricopa County, Connecticut General</i>		<i>Ongoing</i>

The dates included in this Implementation Schedule are subject to change. If a change is necessary, we will work with you to reach a new agreement that reflects the changes in circumstances. The term "CIGNA" refers to the various CIGNA entities which will provide the coverage and/or services described, including, but not limited to, Connecticut General Life Insurance Company, CIGNA HealthCare, CIGNA Dental Health, Intracorp, and MCC Behavioral Care.

ATTACHMENT C

****SAMPLE****

CIGNA HEALTHCARE ACCOUNT IMPLEMENTATION SURVEY

Recently, CIGNA HealthCare either set up a health benefits program for your company, or added new services or employees to your current CIGNA Healthcare account. Please take a few moments to respond to the following questions. Select the rating that best describes the level of service provided to you by CIGNA.

	Strongly Agree	Agree	Neither Agree Nor Disagree	Disagree	Strongly Disagree	Not Applicable
Account Setup						
1. Overall, the implementation of your account or account changes met your needs.	<input type="checkbox"/> 5	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1	<input type="checkbox"/>
2. Your employees were assisted in selecting their benefits during enrollment meetings.	<input type="checkbox"/> 5	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1	<input type="checkbox"/>
3. The benefit information and enrollment materials provided to your employees were useful in helping them make benefit decisions.	<input type="checkbox"/> 5	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1	<input type="checkbox"/>
4. Eligibility data for your account was processed accurately and on time.	<input type="checkbox"/> 5	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1	<input type="checkbox"/>

5. Please use the space provided to explain any low ratings ("1" or "2") or to provide any additional comments about CIGNA's benefit information and your enrollment experience. Please note the number of the question(s) you are referencing.

	Strongly Agree	Agree	Neither Agree Nor Disagree	Disagree	Strongly Disagree	Not Applicable
Accessing Benefits						
6. Employees received ID cards on time.	<input type="checkbox"/> 5	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/>	<input type="checkbox"/>
7. Information on ID cards was accurate.	<input type="checkbox"/> 5	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/>	<input type="checkbox"/>
8. Employees were able to access care and obtain the appropriate benefits.	<input type="checkbox"/> 5	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/>	<input type="checkbox"/>
9. Employees were able to access pharmacy benefits and services.	<input type="checkbox"/> 5	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/>	<input type="checkbox"/>
10. Please use the space provided to explain any low ratings ("1" or "2") or to provide any additional comments about your experience with accessing care and pharmacy coverage. Please note the number of the question(s) you are referencing.						

Service Performance

11. How would you compare CIGNA Healthcare– in setting up your account or making changes – to similar services you have received from other health benefit companies in the past two years?

5. Much Better
 4. Somewhat Better
 3. Same
 2. Somewhat Worse
 1. Much Worse
 Not Applicable

12. Based on this recent experience with CIGNA HealthCare, how likely would you be to recommend CIGNA Healthcare to colleagues or contacts at another company?

5. Definitely
 4. Probably
 3. Neither
 2. Probably Not
 1. Definitely Not
 Not Applicable

13. Please use the space provided to explain any low ratings (“1” or “2”) or to provide any additional comments about your overall service experience. Please note the questions you are referring to.

14. Thank you for completing this survey. We now would like to take the opportunity to ask you a few questions about <Insert IM/ESC name>, who recently provided you service. These responses will be shared with your representative as we continuously strive to provide quality customer service. We appreciate your candid evaluation.

	Strongly Agree	Agree	Neither Agree Nor Disagree	Disagree	Strongly Disagree	Not Applicable
A. <Insert IM/ESC name> was easy to contact and responded promptly.	<input type="checkbox"/> 5	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1	<input type="checkbox"/>
B. <Insert IM/ESC name> understood and responded to your company needs in a professional manner.	<input type="checkbox"/> 5	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1	<input type="checkbox"/>
C. <Insert IM/ESC name> delivered the commitments agreed upon during the process of setting up or changing your account as you expected.	<input type="checkbox"/> 5	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1	<input type="checkbox"/>
D. <Insert IM/ESC name> demonstrated good knowledge of your CIGNA Healthcare plan design(s), products and services.	<input type="checkbox"/> 5	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1	<input type="checkbox"/>

15. Please use the space provided to explain any low ratings (“1” or “2”) or to provide any additional comments about <Insert IM/ESC name>.

Thank you again for taking the time to complete this survey. Your feedback is very important to us. Please provide the name of a person we can contact, if we want to discuss your needs or any service issues.

Contact Name (optional): _____ Phone Number (optional): _____

Survey Completed by (optional): _____ Phone Number (optional): _____

Date Completed (optional): _____

EXHIBIT E.2

CIGNA HealthCare
Service Performance Guarantee Agreement

By and Between

Maricopa County

“Employer”

And

Connecticut General Life Insurance Company

“Connecticut General”

Effective Date: January 1, 2006

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Attachment A – Performance Commitments and Penalties –Dental Benefits Plan

Products Included: Dental Indemnity

Projected Enrollment as of Effective Date: 4,000

<i>Performance Category</i>	<i>Performance Commitment</i>	<i>Results Measured At</i>	<i>Penalty Amount</i>
Claim Time-to-Process (TTP)			
Primary Level:			
Type of Plan: Dental	Measured for the Term of the Agreement, results will meet or exceed: <ul style="list-style-type: none"> • 90% claims processed w/in 10 Business Days • 98% claims processed w/in 15 Business Days 	Account Level Account Level	\$6,250 \$6,250
Claim Quality			
Financial Accuracy			
Type of Plan: Dental	Measured for the Term of the Agreement, results will meet or exceed: <ul style="list-style-type: none"> • 99% of total audited claim dollars are correctly paid 	Office Level	\$6,250
Processing Accuracy			
Type of Plan: Dental	Measured for the Term of the Agreement, results will meet or exceed: <ul style="list-style-type: none"> • 96% of total audited claims are correctly processed 	Office Level	\$6,250
Inquiry			
Average Speed of Answer (ASA)			
Type of Plan: Dental	Measured for the Term of the Agreement , results will not exceed: <ul style="list-style-type: none"> • 45 seconds to answer a phone call 	Special Account Queue	\$6,250
Call Abandonment Rate			

<i>Performance Category</i>	<i>Performance Commitment</i>	<i>Results Measured At</i>	<i>Penalty Amount</i>
Type of Plan: Dental	Measured for the Term of the Agreement , results will not exceed: <ul style="list-style-type: none"> • 3% of calls received by Call Center(s) terminated 	Special Account Queue	\$6,250
Employer Service			
Network Development – Contact Commitment			
Type of Plan: Dental	<ul style="list-style-type: none"> • CIGNA will reach out and contact every provider listed on the top 250 most utilized dentists sent to CIGNA on March 31, 2005, who are currently participating with the current dental PPO network and not participating with CIGNA. All contacts will be made by December 31, 2005 	Account Level (86 Dentists)	\$10,000
Network Development – Contract Commitment			
Type of Plan: Dental	CIGNA will negotiate with the top 95 dentists on the top 250 most utilized dentists sent to CIGNA on March 31, 2005, who are participating with the current dental PPO network and not with CIGNA, in addition to the top 9 dentists who have .30% of the grand total paid claims that are not participating with either the current dental PPO network or CIGNA. CIGNA will contract with 50% of the dentists by December 31, 2005 and the remaining 50% by June 31, 2006.	Account Level	96 Dentists As Follows: Less than 47 Dentists \$5,000 48 - 72 Dentists \$2,500 73 – 95 Dentists \$2,500
Account Management			
Type of Plan: Dental	Account Management Composite Score (all categories) of 3.0 or better on the Account Management Report Card based on four (4) quarterly assessments.	Account Level	\$6,250
Maximum Penalty Amount – \$58,750			

In connection with the services Connecticut General will provide to the Employer with respect to the employee welfare benefit plan(s) sponsored by the Employer (the "Plan(s)"), Connecticut General and the Employer desire to implement service performance guarantees according to the terms set forth below, for the products listed in Attachment A. This Exhibit E.2 is intended to be a stand-alone document. Breach or non-compliance by Connecticut General or by Employer of any provision, standard or term of this Exhibit E.2 shall have no remedy except as specifically stated in this Exhibit E.2 and shall not give rise to a claim of breach or violation of any term of the Contract to which this Exhibit E.2 is attached.

Section 1. Definitions

- 1.1 Account Level - the performance commitment is measured with respect to Claims (that is, Employer's claims; see definition below) processed during the Guarantee Period. Claim Quality performance commitments are measured at either the Account Level or the Office Level.
- 1.2 Benefit Profile - the benefits offered under Plan(s), including plan design and structure.
- 1.3 Business Days - mean the days of the week that Service Centers and Call Centers are open to the public for conducting business, which excludes Saturdays, Sundays and holidays observed by Connecticut General.
- 1.4 Call Center - member service center of Connecticut General that receives and responds to Plan Participant telephone calls.
- 1.5 Claim - refers to claims received by Connecticut General under the Plan(s). If the term "claim" is used

without a capital c, it refers to claims received by Connecticut General, whether under the Employer's Plan(s) or under other plans.

- 1.6 Customer Service Representative - or "CSA" is a person responding to callers at a Call Center.
- 1.7 Effective Date - for new Plan(s), the first date that Plan benefits are payable. For renewing Plan(s), the Effective Date is the renewal date. For the purposes of this Exhibit E.2, that date is January 1, 2006.
- 1.8 Employee - a person who is employed by Employer and covered under the Plan.
- 1.9 ERISA - Employee Retirement Income Security Act of 1974, as amended.
- 1.10 Guarantee Period - the Guarantee Period is the ONLY period for which penalty payments will be made. The Guarantee Period is twelve months or less; see Section 2 below for the factors determining the length of the Guarantee Period under this Exhibit E.2.
- 1.11 Inquiry - an answered call, received at a Call Center,

about the services Connecticut General provides to the Plan(s).

processed at the Service Center(s) on the same claim engine that processes Employer's Claims.

- 1.12 Maintenance Eligibility - means additions, deletions and changes in eligibility that are processed during the Guarantee Period. Maintenance Eligibility does not include any eligibility loads that are done at or before the beginning of the plan year to prepare for Plan administration.
- 1.13 Maintenance ID Cards - means ID Cards issued during the Guarantee Period for changes in member address, changes in enrollment, etc. Maintenance ID Cards does not include the initial issuance of ID cards at the beginning of the Plan year.
- 1.14 Maximum Penalty Amount - the maximum amount that Connecticut General shall be obligated to pay Employer under this Exhibit E.2. This Maximum Penalty Amount is given in Attachment A, is subject to adjustment under Section 5 and is subject to offset under Section 7. Because the Maximum Penalty Amount is set with reference to the total amount of fees expected to be paid by Employer to Connecticut General for administration of the Plan(s), the Maximum Penalty Amount is also subject to change by Connecticut General if the total amount of administrative fees to be paid by Employer during the Term changes.
- 1.15 Office Level - the performance commitment is measured using a random sample of all the claims

- 1.16 Plan Participants - employees, retirees (if any), and dependents enrolled in the Plan(s).
- 1.17 Processed - A Claim/claim shall be considered "processed" when Connecticut General has made a determination as to whether the billed services are covered and, if covered, determined the amount of reimbursement.
- 1.18 Service Center - a claim processing office of Connecticut General that processes Claims.
- 1.19 Service Termination Date - the date on which Connecticut General ceases to administer the Plan(s), not including any run-out periods or the date in which the Contract is terminated, whichever is earliest.
- 1.20 Signature Date - the date the Contract to which this Exhibit E.2 is attached is executed by Employer.

Section 2. Term and Guarantee Period

- 2.1 The term of this Exhibit E.2 shall be from the Effective Date through the last day of the twelfth (12th) consecutive month following the Effective Date (the "Term") unless earlier terminated in accordance with Section 8 (Termination) below.
- 2.2 This Exhibit E.2 shall not renew automatically or

otherwise after the Term ends.

- 2.3 If the Contract to which this Exhibit E.2 is attached is fully executed prior to the Effective Date, the Guarantee Period shall be equal to the Term, except:
- 2.3.1 If Exhibit E.2 is terminated sooner than twelve (12) months from the Effective Date in accordance with Section 8 (Termination), there is no Guarantee Period under this Exhibit E.2 and no payment of penalties shall be due pursuant to this Exhibit E.2.
- 2.4 If the Contract is executed on or after the Effective Date, Connecticut General's performance will be measured from the first of the month following the Signature Date, even if the Signature Date is the first of a month, except:
- 2.4.1 If the Contract is executed more than three (3) months following the Effective Date, there is no Guarantee Period under this Exhibit E.2.
- 2.4.2 If this Exhibit E.2 is terminated sooner than twelve (12) months from the Effective Date in accordance with Section 8 (Termination), there is no Guarantee Period under this Exhibit E.2 and no payment of penalties shall be due pursuant to this Exhibit E.2.

Section 3. Conditions Precedent

- 3.1 The Employer acknowledges and agrees that the conditions precedent to the effectiveness of this Exhibit

E.2 are as follows:

- 3.2 Both parties must sign the Contract no later than three (3) months following the Effective Date.
- 3.3 The Benefit Profile must be finalized and agreed to by both parties before the Effective Date.
- 3.4 Where the Employer or a third party is responsible for providing eligibility information or data of any kind to Connecticut General, including but not limited to electronic data, tapes or software, the data is accurate, accessible and received by Connecticut General within the predetermined timelines.
- 3.5 Connecticut General must continue to administer the Plan(s) (not counting any run-out period) throughout the Term of this Exhibit E.2.
- 3.6 There can be conditions precedent related to specific Performance Guarantees; these are described in Exhibit B.

Section 4. Performance Commitments and Penalty Amounts

- 4.1 In connection with the services Connecticut General will provide to the Employer with respect to the Plan(s), Connecticut General guarantees its performance as summarized in Attachment A, including corresponding penalty amounts. A more detailed description of the service performance guarantees is provided in Attachment B. If there is any perceived conflict between Attachment A and Attachment B, Attachment B controls.

Section 5. Evaluation of Services and Payment of Penalties

- 5.1 Within four (4) months after the end of the Term, Connecticut General shall compile the necessary documentation and perform the necessary calculations to evaluate its fulfillment of each performance commitment set forth in this Exhibit E.2 and make this information available to Employer.
- 5.2 Any dispute concerning the amount Connecticut General determines to be owed under this Exhibit E.2 must be raised in writing within sixty (60) days of the date that Connecticut General notifies Employer in writing of its determination.
- 5.3 If Connecticut General fails to meet any of the performance commitments set forth in Attachment A, Connecticut General shall pay or credit to Employer the appropriate penalty set forth in Attachment A. Such amounts are subject to adjustment under this Section 5 and are subject to the offset provisions of Section 7.
- 5.4 In the event that, in accordance with Section 2, the Guarantee Period is less than twelve (12) consecutive months, the penalty amounts set forth in Attachment A shall be pro-rated to correspond to the length of the Guarantee Period unless this Exhibit E.2 is terminated in accordance with Section 8 (Termination), in which case there is no Guarantee Period under this Exhibit E.2 and no payment of penalties shall be

due pursuant to this Exhibit E.2.

- 5.5 The penalty amounts in Attachment A 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 Attachment A. 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, Connecticut General 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 percent (85%) of the projected number.
- 5.6 The total amount payable by Connecticut General during the Term for failure to meet the performance commitments set forth in this Exhibit E.2 shall not exceed the Maximum Penalty Amount.
- 5.7 No third party audit results will be used to measure Connecticut General's performance under this Exhibit E.2.
- 5.8 Connecticut General's obligation to pay any amount to Employer pursuant to this Exhibit E.2 is conditioned

upon the Contract to which this Exhibit E.2 relates being in full force and effect at the time a penalty payment is due. No amount, otherwise payable to Employer, shall be payable to Employer pursuant to this Exhibit E.2 following termination of the Contract to which this Exhibit E.2 relates regardless of whether the Guarantee Period specified herein ended prior to or at the same time as termination of such Contract.

Section 6. Change in Reporting Format or Measurement

6.1 Notwithstanding anything to the contrary contained in Section 4.10 of the Contract (Amendment), Connecticut General reserves the right to replace or modify any performance commitment if necessitated by a change in the way Connecticut General tracks or measures the applicable performance metric. In formulating any such substitute commitment, Connecticut General shall, to the extent possible, attempt to reflect the same performance level reflected in the original commitment, consistent with its new measurement/tracking methodology. Connecticut General shall explain the reasons for the change of any performance commitment pursuant to this Section 6 when it notifies the Employer of the substitute commitment. Connecticut General shall provide no less than thirty (30) days advance notice of such modification.

Section 7. Offset

7.1 Connecticut General shall

be entitled to offset any amount owed by Connecticut General to the Employer under this Exhibit E.2 against any debt owed by the Employer to Connecticut General (including but not limited to amounts required to fund the claim bank account, if any, or deficits), whether now existing or hereafter arising.

Section 8. Termination

8.1 This Exhibit E.2 shall terminate upon the earliest of the following dates:

8.1.1 the end of the Term;

8.1.2 the effective date on which any state or other applicable jurisdiction prohibits the activities of the parties under this Exhibit E.2;

8.1.3 the date upon which Employer either fails to meet its obligation to sufficiently fund the bank account from which claims are paid (if applicable), or fails to pay any premium charges, fees or other charges within the time frame specified in the Contract in which case no payment of penalties shall be due pursuant to this Exhibit E.2;

8.1.4 the Service Termination Date in which case no payment of penalties shall be due pursuant to this Exhibit E.2;

8.1.5 the date upon which any condition precedent set forth in Section 3 is not fulfilled in which case no payment of penalties shall be due pursuant to this Exhibit E.2, or

8.1.6 at the option of either party, on the date specified in a written notice to the other of its intention to terminate this Exhibit E.2, said notice to be given at least thirty (30) days prior to the specified termination date in which case no payment of penalties shall be due pursuant to this Exhibit E.2, or

8.1.7 any other date mutually agreeable to Employer and to Connecticut General.

Section 9. Assignment

9.1 No assignment of rights or interests hereunder shall be binding unless approved in writing by a duly authorized officer of each of the parties hereto.

Section 10. Additional Provisions

Sections 4.2 (Notices), 4.7 (Resolution of Disputes; Arbitration), 4.10 (Amendments), 4.15 (Integration), 4.16 (Governing Law) of the Contract, together with Sections 9 (Third Party Beneficiaries), 10 (Waivers), 11 (Headings), 12 (Survival) and 13 (Force Majeure) of Exhibit B to the Contract are incorporated herein by this reference and made applicable to this Exhibit E.2.

Attachment B – Service Performance Metric Description

Claim Time-to-Process (TTP)

20.1.1 Claim Time-to-Process Performance Commitment - Connecticut General shall process a designated percentage of Claims received during the Guarantee Period within the specified calendar days or Business Days. The designated percentage and the unit of measure (calendar days or Business Days) are shown in Attachment A.

20.1.2 Time-to-Process Measurement The calculation of the time to process ("Time-to-Process") will be based on Claims processed (Account Level) or claims processed in the Service Center(s) (Office Level) during the Guarantee Period. The level of measurement is listed in Attachment A.

Time-to-Process will be calculated by counting the number of Business Days or calendar days (as appropriate) from the day that a Claim/claim is received by Connecticut General to and including the day the Claim/claim is processed. The day that the Claim/claim is received will not be included in this calculation.

Claim Quality

21.1 Financial Accuracy

21.1.1 Financial Accuracy Commitment - "Financial Accuracy" measures accuracy of total claim dollars paid. If measured at the Account Level, the service performance commitment is that a designated percentage of total audited dollars paid under the Plan(s) will be paid correctly during the Guarantee Period. If measured at the Office Level, the service performance commitment is that a designated percentage of total audited dollars paid by the Service Center(s) shall be paid correctly during the Guarantee Period. The designated percentage and the level of measurement for Employer are given in Attachment A.

21.1.2 Financial Accuracy Measurement The fulfillment of the Financial Accuracy Performance Commitment set forth above will be determined by applying Connecticut General's standard quality assurance audit methodology to a statistically valid sample of Claims (Account Level) or claims (Office Level) processed during the Guarantee Period. *No third party audit results will be used to measure Connecticut General's performance under this Exhibit E.2*

Financial Accuracy will be

measured by subtracting the sum of the total dollars overpaid and the total dollars underpaid (without offsetting one against the other) in the audit population from the total audited dollars paid and dividing that amount by the total audited dollars paid, expressed as a percent.

21.1.3 Administration Charge. In the event that a) Connecticut General has agreed to an Account Level Financial Accuracy Performance Commitment under this Exhibit E.2 and b) Employer has fewer than 5,000 Employees enrolled in the Plan(s) on the Effective Date, Connecticut General reserves the right to charge Employer a fee in an amount determined by Connecticut General to cover the cost of administering said performance commitment.

Claim Processing Accuracy

21.2.1 Claim Processing Accuracy Performance Commitment - "Claim Processing Accuracy" measures accuracy of total claims processed. If measured at the Account Level, the service performance commitment is that a designated percentage of total audited Claims processed under Employer's Plan(s) will be correctly processed during the Guarantee Period. If measured at the Office Level, the service performance commitment is that a designated

percentage of total audited claims processed by the Service Center(s) will be correctly processed during the Guarantee Period. The designated percentage and the level of measurement for Employer are given in Attachment A.

21.2.2 Claim Processing Accuracy Measurement
 Fulfillment of the Claim Processing Accuracy Performance Commitment set forth in Exhibit A will be determined by applying Connecticut General's standard quality assurance audit methodology to a statistically valid sample of Claims (Account Level) or claims (Office Level) processed during the Guarantee Period. *No third party audit results will be used to measure Connecticut General's performance under this Exhibit E.2.*

Claim Processing Accuracy will be measured by dividing the total number of Claims/claims in the audit population processed without any errors by the total Claims/claims in the audit population, expressed as a percent.

21.2.3 Administration Charge
 - In the event that a) Connecticut General has agreed to an Account Level Claim Processing Accuracy Performance Commitment under this Exhibit E.2 and b) Employer has fewer than 5,000 Employees enrolled in the Plan(s) on the Effective Date, Connecticut General reserves the right

to charge Employer a fee in an amount determined by Connecticut General to cover the cost of administering said performance commitment.

Inquiry

22.1 Average speed of Answer (ASA)

22.1.1 Average Speed of Answer Commitment - The average speed of answer for a phone call to the Call Center(s) during the Guarantee Period ("ASA") shall be no longer than the number of seconds designed in Attachment A.

22.1.2 ASA Measurement The ASA will be determined by measuring the sum of the total elapsed time between the moment when a telephone call is queued to the Call Center(s) and the time the call is responded to for all answered calls to the Call Center(s), and then dividing that number by the total number of telephone calls answered in the Call Center(s) during the Guarantee Period.

The calculation of ASA is either based on all Inquiries (Account Level) or on all calls received by the Call Center(s) that are serviced in the Special Account Queue ("Special Account Queue"). The level of measurement under this Agreement is specified in Attachment A.

22.2 Call Abandonment Rate

22.2.1 Call Abandonment Rate Commitment - The percentage of calls received by the Call Center(s) resulting in the caller terminating the call before speaking with a CSA ("Abandonment Rate") shall, on average, be no greater than the percentage designated in Attachment A.

22.2.2 Call Abandonment Rate Measurement The Abandonment Rate will be calculated using the total number of calls received during the Guarantee Period that result in the caller terminating the call after it is queued to a CSA, divided by the total number of telephone calls received by the Call Center(s) during the Guarantee Period, expressed as a percent.

The calculation of Abandonment Rate is based on all Inquiries (Account Level) or on all calls received by the Call Center(s) during the Guarantee Period that are serviced in the Special Account Queue ("Special Account Queue"). The level of measurement under this Agreement is specified in Attachment A.

Employer Service

23.1 Network Development - Contract Commitment

Network Development Contact Commitment CIGNA will reach out and contact every provider listed on the top 250 most utilized dentists sent to CIGNA on March 31,



2005, who are currently participating with the current dental PPO network and not participating with CIGNA. All contacts will be made by December 31, 2005.

23.2 **Network Development - Contract Commitment**

CIGNA will negotiate with the top 95 dentists on the top 250 most utilized dentists sent to CIGNA on March 31, 2005, who are participating with the current dental PPO network and not with CIGNA, in addition to the top 9 dentists who have .30% of the grand total paid claims that are not participating with either the current dental PPO network or CIGNA. CIGNA will contract with 50% of the dentists by December 31, 2005 and the remaining 50% by June 31, 2006.

Account Management

24.2 Account Management Commitment -

Connecticut General's Account Management Sales Team commits to providing services to Employer of such quality as will result in Connecticut General's achieving, on the Account Management Report Card, the Account Management Composite Score designated in Attachment A.

24.2.1 Account Management Condition Precedent -

This commitment is contingent on the Employer completing its obligations in the "Evaluation of

Account Management" subsection below, on a quarterly basis.

24.2.2 Reservation of Right - Connecticut General reserves the right to make changes during the Term in its staff/personnel assigned to provide Account Management services to Employer.

24.2.3 Evaluation of Account Management - At the beginning of the term, Employer shall designate individuals on its benefits staff who will receive and complete the Account Management Report Card on a quarterly basis.

The Account Management Report Card will be distributed to Employer's designated staff members on a quarterly basis, shall be completed, signed and dated by them, and all returned to Connecticut General by Employer within three (3) weeks of the distribution date. Failure of Employer to meet its obligations in this subparagraph and the subparagraph above shall nullify the Account Management Commitment.

Following the end of the Term and receipt of the fourth (4th) quarterly survey from Employer, Connecticut General will calculate the Composite Score in each performance assessment category by averaging the scores for the four (4) quarters of the Term. The assessments

of each of the designated staff members and each of the performance assessment categories will be weighted equally. The Account Management Commitment will be deemed fulfilled if the average of the composite scores in each category ("Account Management Composite Score") is equal to or greater than the Account Management Composite Score indicated on Attachment A.

Attachment C – Account Management Report Card

ACCOUNT MANAGEMENT REPORT CARD

Rating Methodology:

- 5 = Completely Satisfied
- 4 = Very Satisfied
- 3 = Satisfied
- 2 = Somewhat Satisfied
- 1 = Dissatisfied

Client/Company Name: Maricopa County
 Completed By (please print): _____
 Client Signature _____
 Date completed: _____
 Telephone #: _____

At the end of each quarterly period, please complete the box with the score that most closely reflects your level of satisfaction with the local account management team with respect to the following service categories. A separate quarterly report card must be completed, signed and dated each quarter.

Measurable Need	1 st Q	2 nd Q	3 rd Q	4 th Q	Composite to be completed by PG Unit
1. Provides effective support in preparing for, and conducting open enrollment events/sessions.					
2. Provides client with timely notification of issues impacting members.					
3. Responds to client's issues & questions in a timely, comprehensive manner.					
4. Develops, follows through on action plans; effective coordination to resolve open issues.					
5. Is accessible and attends scheduled meetings.					
6. Delivers agreed upon reports and communication of CIGNA results on time.					
Account Management Composite Score (All Categories)	N/A	N/A	N/A	N/A	

Fill in for each quarterly period:

Date Sent to Maricopa County: ___/ ___/ ___ ___/ ___/ ___ ___/ ___/ ___
 Date Returned by Maricopa County: ___/ ___/ ___ ___/ ___/ ___ ___/ ___/ ___

If you rated any of the above categories less than "Satisfied" (3), please tell us why:

- X 1st Q:
- X 2nd Q:
- X 3rd Q:

End of Year Comments:

Please return this form to: _____



EXHIBIT F

CLAIM AUDIT AGREEMENT - SAMPLE

- A. WHEREAS, Connecticut General Life Insurance Company ("Connecticut General") desires to cooperate with requests by _____ ("Employer") to permit an audit for the purposes set forth below; and
- B. WHEREAS, _____ ("the Auditor") has been retained by Employer for the purpose of performing an audit ("Audit") of claims administered by Connecticut General.
- C. WHEREAS, the Auditor and the Employer recognize Connecticut General's legitimate interests in maintaining the confidentiality of its claim information, protecting its business reputation, avoiding unnecessary disruption of its claim administration, and protecting itself from legal liability;

NOW THEREFORE, IN CONSIDERATION of the premises and the mutual promises contained herein, Connecticut General, the Employer and the Auditor hereby agree as follows:

1. Audit Specifications

The Auditor will specify to Connecticut General in writing at least forty-five (45) days prior to the commencement of the Audit the following "Audit Specifications":

- a. the name, title and professional qualifications of individual Auditors;
- b. the Claim Office locations, if any, to be audited;
- c. the Audit objectives;
- d. the scope of the Audit (time period, lines of coverage and number of claims);
- e. the process by which claims will be selected for audit;
- f. the records/information required by the Auditor for purposes of the Audit; and
- g. the length of time contemplated as necessary to complete the Audit.

2. Review of Specifications

Connecticut General will have the right to review the Audit Specifications and to require any changes in, or conditions

on, the Audit Specifications which may be necessary to protect Connecticut General's legal and business interests identified in paragraph C above.

3. Access to Information

Connecticut General will make the records/information called for in the Audit Specifications available to the Auditor at a mutually acceptable time and place.

4. Audit Report

The Auditor will provide Connecticut General with a true copy of the Audit's findings, as well as of the Audit Report, if any, that is submitted to the Employer. Such copies will be provided to Connecticut General at the same time that the Audit findings and the Audit Report are submitted to the Employer.

5. Comment on Audit Report

Connecticut General reserves the right to provide the Auditor and the Employer with its comments on the findings and, if applicable, the Audit Report.

6. Confidentiality

The Auditor understands that Connecticut General is permitting the Auditor to review the claim records/information solely for purposes of the Audit. Accordingly, the Auditor will ensure that all information pertaining to individual claimants will be kept confidential in accordance with all applicable laws and/or regulations. Without limiting the generality of the foregoing, the Auditor specifically agrees to adhere to the following conditions:

- a. The Auditor shall not make photocopies or remove any of the claim records/information without the express written consent of Connecticut General;
- b. The Auditor agrees that its Audit Report or any other summary prepared in connection with the Audit shall contain no individually identifiable information.

7. Restricted Use of the Audit Information

With respect to persons other than the Employer, the Auditor will hold and treat information obtained from Connecticut General during the Audit with the same degree and standard of confidentiality owed by the Auditor to its clients in accordance with all applicable legal and professional standards. The Auditor shall not, without the express written consent of Connecticut General executed by

an officer of Connecticut General, disclose in any manner whatsoever, the results, conclusions, reports or information of whatever nature which it acquires or prepares in connection with the Audit to any party other than the Employer except as required by applicable law. The Employer and Auditor agree to indemnify and to hold harmless Connecticut General for any and all claims, costs, expenses and damages which may result from any breaches of the Auditor's obligations under paragraphs 6 and 7 of this Agreement or from Connecticut General's provision of information to the Auditor.

Date _____ Connecticut General Life Insurance Company

By: _____ TO BE SIGNED AT TIME OF AUDIT
Duly Authorized

Date _____ Auditor: _____

By: _____ TO BE SIGNED AT TIME OF AUDIT
Duly Authorized

Date _____ Employer: _____

By: _____ TO BE SIGNED AT TIME OF AUDIT

Authorized

Duly



EXHIBIT G

PRIVACY ADDENDUM

I. GENERAL PROVISIONS

Section 1. Effect. As of the Effective Date, the terms and provisions of this Addendum are incorporated in and shall supersede any conflicting or inconsistent terms and provisions of the Contract. This Addendum sets out terms and provisions relating to the use and disclosure of protected health information without written authorization from the Individual.

Section 2. Amendment to Comply with Law. Connecticut General, Employer (also referred to as "Plan Sponsor") and the group health plan that is the subject of the Agreement (also referred to as "the Plan") agree to amend this Addendum to the extent necessary to allow either the Plan or Connecticut General to comply with the Privacy Rule, the Standards for Electronic Transactions (45 CFR Parts 160 and 162) and the Security Standards (45 CFR Parts 160 and 164, Subpart C) promulgated or to be promulgated by the Secretary and other applicable regulations or statutes.

Section 3. Definitions. Certain capitalized terms used in this Addendum are defined in Article V. Capitalized terms used herein without definition shall have the respective meanings assigned to such terms in the Privacy Rule.

II. OBLIGATIONS OF CONNECTICUT GENERAL

Section 1. Use and Disclosure of PHI. Connecticut General may use and disclose Protected Health Information ("PHI") only as required to satisfy its obligations or as permitted under the Contract, or as permitted or required by law, but shall not otherwise use or disclose any PHI. Connecticut General shall not use or disclose, and shall ensure that its directors, officers and employees do not use or disclose, PHI in any manner that would constitute a violation of the Privacy Rule if done by the Plan, except that Connecticut General may use and disclose PHI as permitted under the Privacy Rule (i) for the proper management and administration of Connecticut General, (ii) to carry out the legal responsibilities of Connecticut General or (iii) to provide Data Aggregation services relating to the health care operations of the Plan if such services are required under the Contract.

Section 2. Safeguards against Misuse of Information. Connecticut General agrees that it will implement appropriate safeguards to

prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Addendum or as required by law.

Section 3. Protection of Electronic PHI. With respect to Electronic Protected Health Information, no later than the compliance date for the Security Standards and at all times thereafter, Connecticut General shall:

- (A) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that Connecticut General creates, receives, maintains, or transmits on behalf of the Plan as required by the Security Standards;
- (B) Ensure that any agent, including a subcontractor, to whom Connecticut General provides such information agrees to implement reasonable and appropriate safeguards to protect it; and
- (C) Report to the Plan any Security Incident of which it becomes aware.

Section 4. Reporting of Violations. Connecticut General shall report to the Plan any use or disclosure of PHI not provided for by this Addendum of which it becomes aware. Connecticut General agrees to mitigate, to the extent practicable, any harmful effect from a use or disclosure of PHI in violation of this Addendum of which it is aware.

Section 5. Disclosures to and Agreements by Third Parties. Connecticut General shall ensure that each agent and subcontractor to whom it provides PHI agrees to the same restrictions and conditions with respect to such PHI that apply to Connecticut General pursuant to this Addendum.

Section 6. Access to PHI. Connecticut General shall provide an Individual with access to such Individual's PHI contained in a Designated Record Set in response to such Individual's request in the manner and time required in 45 CFR 164.524.

Section 7. Availability of PHI for Amendment. Connecticut General shall respond to a request by an Individual for amendment to such Individual's PHI contained in a Designated Record Set in the manner and time required in 45 CFR 164.526, except that the Plan shall handle any requests for amendment of PHI originated by the Plan, Plan Sponsor or the Plan's other business associates, such as enrollment information.

Section 8. Accounting of Disclosures. Connecticut General shall provide an accounting of disclosures of PHI to an Individual who requests such accounting in the manner and time required in 45 CFR 164.528.

Section 9. Requests for Privacy Protection. Connecticut General shall handle requests by an Individual for privacy protection for such Individual's PHI pursuant to the requirements of 45 CFR 164.522.

Section 10. Processes and Procedures. In carrying out its duties set forth in Article II, Sections 6, 7, 8 and 9 above, Connecticut General will implement the Standard Business Associate Processes and Procedures (the "Processes and Procedures") attached hereto for requests from Individuals, including the requirement that requests be made in writing, the creation of forms for use by Individuals in making such requests, and the setting of time periods for the Plan to forward to Connecticut General any such requests made directly to the Plan or Plan Sponsor. In addition, Connecticut General will implement the Processes and Procedures relating to disclosure of PHI to Plan Sponsor or designated third parties.

Section 11. Availability of Books and Records. Connecticut General hereby agrees to make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary for purposes of determining the Plan's compliance with the Privacy Rule.

III. TERMINATION OF AGREEMENT WITH CONNECTICUT GENERAL

Section 1. Termination upon Breach of Provisions Applicable to PHI. Any other provision of the Contract notwithstanding, the Contract may be terminated by the Plan upon prior written notice to Connecticut General in the event that Connecticut General materially breaches any obligation of this Privacy Addendum and fails to cure the breach within such reasonable time as the Plan may provide for in such notice; provided that in the event that termination of the Contract is not feasible, in the Plan's sole discretion, the Plan shall have the right to report the breach to the Secretary.

Section 2. Use of PHI upon Termination. The parties hereto agree that it is not feasible for Connecticut General to return or destroy PHI at termination of the Contract; therefore, the protections of this Addendum for PHI shall survive termination of the Agreement, and Connecticut General shall limit any further uses and disclosures of such PHI to the purpose or

purposes which make the return or destruction of such PHI infeasible.

IV. OBLIGATION OF THE PLAN

The Plan will not request Connecticut General to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Plan, except as provided in Article II, Section 1, subsections (i) through (iii).

V. DEFINITIONS FOR USE IN THIS ADDENDUM

"Designated Record Set" shall have the same meaning as the term "designated record set" as set forth in the Privacy Rule, limited to the enrollment, payment, claims adjudication, and case or medical management record systems maintained by Connecticut General for the Plan, or used, in whole or in part, by Connecticut General or the Plan to make decisions about Individuals.

"Effective Date" shall mean the earliest date by which the Plan is required to have executed a Business Associate Agreement with Connecticut General pursuant to the Privacy Rule.

"Electronic Protected Health Information" shall mean PHI that is transmitted by or maintained in electronic media as that term is defined in 45 CFR 162.103.

"Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, Subparts A and E.

"Protected Health Information" or **"PHI"** shall have the same meaning as the term "protected health information" as set forth in the Privacy Rule, limited to the information created or received by Connecticut General from or on behalf of the Plan; provided that "Protected Health Information" shall not include (i) education records covered by the Family Educational Rights and Privacy Act, as amended, 20 USC 1232g; (ii) records described in 20 USC 1232g(a)(4)(B)(iv); and (iii) employment records held by the Plan in its role as employer.

"Secretary" shall mean the Secretary of the United States Department of Health and Human Services.

"Security Incident" shall have the same meaning as the term "security incident" as set forth in 45 CFR 164.304.

Connecticut General Life Insurance Company
Standard Business Associate Processes and Procedures

These Standard Business Associate Processes and Procedures apply to each self-funded group health plan ("Plan") of an entity ("Plan Sponsor") that has entered or will enter into an Administrative Services Only Agreement, Flexible Spending Account or Reimbursement Accounts Administrative Services Agreement and/or Continuation Coverage Services Agreement (collectively, as applicable, the "Administrative Services Agreement") with Connecticut General Life Insurance Company ("Connecticut General"). In compliance with 45 CFR 164.502(e) and 164.504(e), the Administrative Services Agreement has been or will be modified by a Privacy Addendum or Business Associate Agreement (either referred to herein as the "Business Associate Agreement") between or among the Plan and/or Plan Sponsor and Connecticut General. Unless otherwise defined, capitalized terms have the meaning provided in the applicable Privacy Addendum or Business Associate Agreement, or if not defined in such agreement, as defined in 45 CFR Parts 160 and 164, Subpart E (the "Privacy Rule").

Section 1. Access to PHI. When an Individual requests access to Protected Health Information (or "PHI") contained in a Designated Record Set and such request is made directly to the Plan or Plan Sponsor, the Plan shall forward the request to Connecticut General within five (5) business days of such receipt. Upon receipt of such request from the Plan, or upon receipt of such a request directly from an Individual, Connecticut General shall make such PHI available directly to the Individual within the time and manner required in 45 CFR 164.524. The Plan delegates to Connecticut General the duty to determine, on behalf of the Plan, whether to deny access to PHI requested by an Individual and the duty to provide any required notices and review in accordance with the Privacy Rule.

Section 2. Availability of PHI for Amendment.

- (a) When an Individual requests amendment to PHI contained in a Designated Record Set, and such request is made directly to the Plan or Plan Sponsor, within five (5) business days of such receipt, the Plan shall forward such request to Connecticut General for handling, except that the Plan shall retain and handle all such requests to the extent that they pertain to Individually Identifiable Health Information (such as enrollment information) originated by the Plan, Plan Sponsor, or the Plan's other business associates. Connecticut General shall respond to such forwarded requests as well as to any such requests that it receives directly from Individuals as required by 45 CFR 164.526, except that Connecticut General shall forward to the Plan for
-

handling any requests for amendment of PHI originated by the Plan, Plan Sponsor, or the Plan's other business associates.

- (b) With respect to those requests handled by Connecticut General under subparagraph (a) above, the Plan delegates to Connecticut General the duty to determine, on behalf of the Plan, whether to deny a request for amendment of PHI and the duty to provide any required notices and review as well as, in the case of its determination to grant such a request, the duty to make any amendments in accordance with the terms of the Privacy Rule. In all other instances, the Plan retains all responsibility for handling such requests, including any denials, in accordance with the Privacy Rule.
- (c) Whenever Connecticut General is notified by the Plan that the Plan has agreed to make an amendment pursuant to a request that it handles under subparagraph (a) above, Connecticut General shall incorporate any such amendments in accordance with 45 CFR 164.526.

Section 3. Accounting of Disclosures. When an Individual requests an accounting of disclosures of PHI held by Connecticut General directly to the Plan or Plan Sponsor, the Plan shall within five (5) business days of such receipt forward the request to Connecticut General to handle. Connecticut General shall handle such requests, and any such requests for an accounting of disclosures received directly from Individuals, in the time and manner as required in 45 CFR 164.528.

Section 4. Requests for Privacy Protection. Connecticut General shall handle Individuals' requests made to it for privacy protection for PHI in Connecticut General's possession pursuant to the requirements of 45 CFR 164.522. The Plan shall forward to Connecticut General to handle any such requests the Plan receives from Individuals that affect PHI held by Connecticut General.

Section 5. General Provisions Regarding Requests. Connecticut General may require that requests pursuant to Sections 1 through 4 above be made in writing and may create forms for use by Individuals in making such requests. When responding to an Individual's request as provided above, Connecticut General may inform the Individual that there may be other "protected health information" created or maintained by the Plan and/or the Plan's other business associates and not included in the Connecticut General's response. Connecticut General shall not be responsible for performing any duties described in the Business Associate Agreement with respect to any such other "protected health information." In carrying out its duties set forth herein, Connecticut General may establish such additional procedures and processes for requests from Individuals as permitted by the Privacy Rule.

Section 6. Disclosure of PHI to the Plan Sponsor. To the extent that the fulfillment of Connecticut General's obligations under the Administrative Services Agreement requires Connecticut General to disclose or provide access to PHI to Plan Sponsor or any person under the control of Plan Sponsor (including third parties), Connecticut General shall make such disclosure of or provide such access to PHI only as follows:

- (i) Connecticut General shall disclose Summary Health Information to any employee or other person under the control of Plan Sponsor (including third parties) upon the Plan Sponsor's written request for the purpose of obtaining premium bids for the provision of health insurance or HMO coverage for the Plan or modifying, amending or terminating the Plan; and
- (ii) If the Plan elects to provide PHI to the Plan Sponsor, Connecticut General shall disclose or make available PHI, other than Summary Health Information, at the written direction of the Plan to only those employees or other persons identified in the Plan documents and under the control of Plan Sponsor solely for the purpose of carrying out the Plan administration functions that Plan Sponsor performs for the Plan. Such employees or other persons (including third parties) will be identified by the Plan in writing (by name, title, or other appropriate designation) to Connecticut General as a condition of disclosure of PHI pursuant to this Section 6(ii). The Plan may modify such list from time to time by written notice to Connecticut General.

Section 7. Disclosures of PHI to Third Parties. Upon the Plan's written request, Connecticut General will provide PHI to certain designated third parties who assist in administering the Plan and who are authorized by the Plan to receive such information solely for the purpose of assisting in carrying out Plan administration functions ("Designated Third Parties"). Such parties may include, but are not limited to, third-party administrators, consultants, brokers, auditors, successor administrators or insurers, and stop-loss carriers. As a condition to providing PHI to a Designated Third Party, Connecticut General may require that the Plan have a business associate agreement (within the meaning of the Privacy Rule) with such Designated Third Party.

EXHIBIT H

NEW YORK HEALTH CARE REFORM ACT ELECTION STATUS

[Existing agreement attached]

ATTACHMENT 2
PUBLIC GOODS SURCHARGE/COVERED LIVES
ELECTION FORM
for PAYORS
OTHER THAN

THIRD PARTY ADMINISTRATORS or ADMINISTRATIVE SERVICES ORGANIZATIONS

TYPE and use BLUE INK when signing.

Effective Date:

FEDERAL EMPLOYER
IDENTIFICATION #(EIN): 866000472

PAYOR NAME: MARICOPA COUNTY, ARIZONA
301 WEST JEFFERSON STREET
PHOENIX AZ. 85003

CONTACT PERSON: PAT VANCIL
PHONE #: 602-372-2837

If the above referenced entity is a payor that utilizes a third party administrator or administrative services organization for claims processing, please provide the following information:

TPA/ASO Name: CONNECTICUT GENERAL LIFE INSURANCE COMPANY

TPA/ASO FEDERAL EMPLOYER
IDENTIFICATION # (EIN): 06-0303370

By signature below, the above entity elects to make public goods surcharge payments directly to the Department's pool administrator for all its lines of business and agrees to:

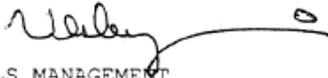
1. Remit to the Department's pool administrator required surcharge payments for all applicable services on a monthly basis on or before the 30th day following the calendar month for which monies have been paid to designated providers of service;
 2. Provide the Department's pool administrator monthly certified reports on or before the 30th day following the calendar month for which monies have been paid which separately report patient service expenditures for services provided by designated provider type(s) (i.e., hospital inpatient, hospital outpatient, diagnostic & treatment center, laboratory, or ambulatory surgery center) by product line;
 3. Provide the Department with certification of data and access to allowance expenditure data upon request for audit verification purposes: and
 4. The jurisdiction of the state to maintain an action in the courts of the State of New York to enforce any provision of section 2807-j of the Public Health Law (see note below).
-

Pat Vancil
December 28, 2004
Page 2

By signature below, the above entity also agrees to make public goods covered lives payments directly to the Department's pool administrator in instances where it provides inpatient coverage as a corporation organized and operating in accordance with Article 43 of the Insurance Law, an organization operating in accordance with Article 44 of the Public Health Law, a self-insured fund, or a commercial insurer licensed to do business in New York State and authorized to write accident and health insurance and whose policy provides inpatient coverage on an expense incurred basis. In such instances the above entity agrees to:

1. Remit to the department's pool administrator within 30 days after the end of each month one-twelfth of both the individual and family unit annual assessment amounts for each of the individuals and family units residing in the state which were included on the payor's membership rolls for all or a portion of the prior month and for which the payor covered general hospital inpatient care, including retroactive additions and deletions;
2. Provide the Department with data certification and access to individual and family unit data, upon request, for audit verification purposes; and
3. The jurisdiction of the state to maintain an action in the courts of the State of New York to enforce any provision of section 2807-t of the Public Health Law (see note below).

By signature below, the Chief Financial Officer or other duly authorized individual of the above entity certifies that the data submitted on all applicable attachments has been carefully prepared in accordance with instructions provided, and to the best of his/her knowledge, the information presented is accurate and correct.

Signature WESLEY BAYSINGER 
Title DIRECTOR MATERIALS MANAGEMENT
Date APRIL 14, 2005

Note: Payors making an election are only agreeing to the jurisdiction of NYS courts for purposes of enforcing payments required under 2807-j and 2807-t. This does not, in any way, preclude a payor from litigating other issues in Federal court such as ERISA based challenges, etc.

EXHIBIT I

SAME DAY FUNDING/ZERO IMPREST ACCOUNT

Employer has elected "Same Day Funding", which is a type of controlled disbursement account which allows Employer to maintain a bank account at a bank designated by Connecticut General ("Bank" or "Bank Account") without an imprest.

As Employer agrees to fund the Bank Account the same day claim payments clear the program account, no imprest is required. There is no additional charge for Same Day Funding.

Employer agrees to fund the Bank Account daily via 1031 Fed Wire. ACH transfers are not allowed.

Under Same Day Funding, the Bank receives notice of checks that will be processed through its system. This notification is originated from the Federal Reserve Bank and other banks via electronic presentment (a transmission file).

The Bank reviews the electronic presentment and identified payments belonging to Same Day Funding customers such as Employer. Based on the electronic presentment and any adjustments from the prior day, the Bank requests funds from the bank designated by Employer. The Bank ensures requests for funds occur no later than 12:00 PM EST.

Employer must fund the Bank Account by 2:00 PM EST on the same day the request for funds was received. This ensures that funds are in the Bank Account before the checks are applied. At the beginning of each business day, the Bank Account has a zero balance. Employer transfers the dollar amount requested, bringing Employer's Bank Account balance to the amount credited. Following 2:00 PM EST, the claim checks are debited from the Bank Account, bringing the balance back to zero. If the Bank Account is not funded by 2:00 PM EST, the Bank Account will become overdrawn.

The Employer must fund the Bank Account in a timely manner as described above. If Employer does not fund the Bank Account as outlined in the bank letters, consequences may include held claims, stop payments placed on unfunded checks and/or cancellation of the Contract by Connecticut General pursuant to Exhibit B, Section 8.a.ii.

Funding is determined based on the checks to be sent to the Bank as identified on the electronic presentment and adjustments from the prior day. Adjustments may be necessary to reflect checks for which payment was stopped or which were not included in the initial funds

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request (i.e., a check number was incorrectly listed on the electronic presentment, etc.).

There may be occasions when the Bank is unable to calculate funding because the electronic presentment is not received in time from the Federal Reserve Bank. In this case, the Bank will determine the average funds usually requested from the Employer and will base its request on that average. Appropriate adjustments will be processed in the next day's funds request.

Employer must complete the standard banking documents. There are opening bank account letters specific to Same Day Funding.



EXHIBIT J

CIGNA Dental Network Access Fee Guarantee

In this Exhibit J, "CIGNA Dental" refers collectively to Connecticut General Life Insurance Company ("CGLIC") and CIGNA Dental Health, Inc. on behalf of itself and its subsidiaries ("CDH"). This Exhibit J is intended to be a stand-alone document. Breach or non-compliance by CIGNA Dental or by Employer of any provision, standard or term of this Exhibit J shall have no remedy except as expressly stated in this Exhibit J and shall not give rise to a claim or breach or violation of any term of the Contract to which this Exhibit J is attached.

Purpose

Employer wishes to ensure that its investment in the Network Access Fee for the CIGNA Dental PPO Plan reaps savings in dental plan costs.

CIGNA Dental is willing to provide the following Network Access Fee Guarantee to meet Employer's cost concerns.

Definitions

Claim Cost Summary Report

The "Claim Cost Summary Report" that CIGNA Dental provides to Employer summarizes the number of persons covered under the CIGNA Dental PPO Plan, the percentage savings by provider, and the claim costs for the year being reported.

Effective Date:
January 1, 2006.

Employee

The term "Employee" means a person who is employed by the Employer and covered under the Plan.

ERISA

The term ERISA refers to the federal Employee Retirement Income Security Act of 1974, as amended.

Guarantee Period

January 1, 2006 through December 31, 2006. Subject to certain Conditions Precedent described below in this Exhibit J, the cost savings described in this Exhibit J shall be measured from the Effective Date.

Guaranteed Savings

The amount of the "Guaranteed Savings" under this Exhibit J is defined in the Network Access Fee Guarantee section below.

Maximum Refund Amount

The Maximum Refund Amount is \$8,695.20.

Network Access Fee

The term "Network Access Fee" means the PEPM fee charged to Employer by CIGNA Dental for use of the CIGNA Dental PPO network under the Plan; this fee will be billed monthly. The maximum Network Access Fee for the term of this Exhibit J is \$0.10 PEPM.

PEPM

The term "PEPM" means "per employee per month."

Plan

The term "Plan" means the CIGNA Dental PPO plan that CIGNA Dental is administering for Employer.

PPO Savings

The term PPO Savings is defined in the PPO Savings section below.

Term

The Term of this Exhibit J is the period beginning with the Effective Date through the last day of the twelfth (12th) consecutive month following the Effective Date, unless earlier terminated in accordance with the Termination section below.

Conditions Precedent

CIGNA Dental shall not be obligated to provide the Network Access Fee Guarantee if any of the following occur:

- A) If this Contract to which this Exhibit J is attached is not signed by both parties by thirty (30) days following the Effective Date.
- B) If the Plan, including the design and structure, have not been finalized and approved by both parties prior to the Effective Date.
- C) If Employer, or a third party designated by Employer, does not provide eligibility information and related data to CIGNA Dental, including but not limited to electronic data, tapes or software, or, if received, the data is not accurate, accessible or received by CIGNA Dental within the predetermined deadline.
- D) If the number of Participants drops below 500 at any time during the Guarantee Period.
- E) If Employer contributions drop below 50% at any time during the Guarantee Period.
- F) If the Contract under which CIGNA Dental administers the Plan is terminated prior to the end of the Term.

Network Access Fee Guarantee

CIGNA Dental commits to achieving a PPO Savings for the Guarantee Period that is no less than 25% of In-Network submitted charges.

Penalty Amount

If the In-Network discount is less than 25%, then CIGNA Dental will refund to Employer an amount equal 100% of the Dental Access Fee of \$0.10 PEPM. This penalty PEPM will be multiplied by the Total Number of Employees on the Claim Cost Summary Report for the Guarantee Period to calculate the Penalty Amount. This Penalty Amount is subject to the Maximum Refund Amount and to the provisions of the Offset section below.

If the In-Network PPO Savings are greater than 25%, then CIGNA Dental will not refund any monies to Employer.

PPO Savings

The PPO Savings for the Guarantee Period will be calculated as follows:

- A) Divide the total annual "Provider Discounts" by the total annual "Number of Covered Employees" as reported on the Claim Cost Summary Report for the Guarantee Period.
 - B) Divide the result by 12 to convert to a per month result. This PEPM figure is the PPO Savings for the Guarantee Period.
 - C)
-

Evaluation of Savings and Payment

- A) Within three (3) months after the end of the Term, CIGNA Dental shall compile the necessary documentation and perform the necessary calculations to evaluate whether it achieved the Guaranteed Savings.
- B) Any dispute concerning the amount CIGNA Dental determines to be owed, if any, under this Exhibit J must be raised by Employer in writing within sixty (60) days of the date that CIGNA Dental notifies Employer in writing of its determination.
- C) If Employer does not dispute the determination of CIGNA Dental, CIGNA Dental shall pay to Employer the amount, if any is owed, promptly after the end of said sixty (60) day period.

Setoff

CIGNA Dental shall be entitled to setoff any amount owed by CIGNA Dental to Employer under this Exhibit J against any amount owed by Employer to CIGNA Dental (including but not limited to amounts required to fund the claim bank account), whether now existing or hereafter arising.

Termination of Agreement

This Exhibit J will terminate upon the earliest of the following dates:

- A) the end of the Term of this Exhibit J;
- B) the effective date of any state's or other jurisdiction's action which prohibits activities of the parties under this Exhibit J;
- C) the date upon which Employer either fails to meet its obligation to sufficiently fund the bank account from which claims are paid, or fails to pay any administrative charges, fees or other charges within the time frame specified in the Contract;
- D) the date upon which the Contract under which CIGNA Dental administers the Plan is terminated;
- E) the date upon which any condition precedent set forth in the Condition Precedent Section is not fulfilled
- F) any other date mutually agreeable to Employer and CIGNA Dental.

Assignment

No assignment of rights or interests hereunder shall be binding unless approved in writing by a duly authorized officer of each of the parties hereto.

Nondisclosure

This Exhibit J and the information that CIGNA Dental reports to Employer in connection with this Exhibit J are proprietary and confidential. Employer shall maintain the confidentiality of this Exhibit J and any information provided to Employer pursuant to this Exhibit J and shall not disclose either this Exhibit J nor said information to any other party without the express written consent of CIGNA Dental.

Additional Provisions

Sections 4.2 (Notices), 4.7 (Resolution of Disputes; Arbitration), 4.10 (Amendments), 4.15 (Integration), 4.16 (Governing Law) of the Contract, together with Sections 9 (Third Party Beneficiaries), 10 (Waivers), 11 (Headings), 12 (Survival) and 13 (Force Majeure) of Exhibit B to the Contract are incorporated herein by this reference and made applicable to this Exhibit J.

CIGNA DENTAL, 11001 N. BLACK CANYON HWY. 3RD FLOOR, PHOENIX, AZ 85029

Terms: NET 30

Vendor Number: W000003051 X

Telephone Number: 602/371-8187

Fax Number: 602/861-8187

Contact Person: Peggy Beaver

E-mail Address: Peggy.Beaver@cigna.com

Company Web Site: www.cigna.com

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2009 2012.**