



ADMINISTRATIVE SERVICES AGREEMENT

Between

County of Orange

And

Cigna HealthCare of California

For

Health Maintenance Organization (HMO)

Administrative Services Agreement**CONTENTS**

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ADMINISTRATIVE SERVICES AGREEMENT

THIS AGREEMENT for the provision of Health Maintenance Organization (HMO) services (hereinafter referred to as "Contract"), is effective January 1, 2024 by and between the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County") and Cigna HealthCare of California, with a place of business at 400 North Brand Blvd, Glendale, CA, (hereinafter referred to as "Contractor"), which are sometimes individually referred to as "Party" or collectively as "Parties".

RECITALS

WHEREAS, Contractor responded to a Request for Proposal ("RFP") for Health Maintenance Organization (HMO) benefits as defined herein; and

WHEREAS, the Contractor responded and represents that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

WHEREAS, Contractor has been selected to offer such HMO benefits to enrollees effective January 1, 2024, through a Group Services Agreement ("GSA") which may be amended from time to time, and which must be approved by the State of California Department of Managed Health Care;

WHEREAS, in consideration of the County allowing Contractor to offer HMO benefits to County enrollees, Contractor has agreed to certain performance guarantees in connection with services provided under the GSA;

WHEREAS, the County's Board of Supervisors has authorized the Purchasing Agent or authorized Deputy Purchasing Agent to enter into this Contract with Contractor for Health Maintenance Organization (HMO) services;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

- Performance Guarantees:** Contractor agrees to provide the County the performance guarantees specified in Attachment A and to pay any penalties incurred in accordance with the terms of Attachment A. (Replace Attachment A with template Performance Guarantee Agreement)
- Scope of Contract:** This Contract, including any Attachments, specifies the contractual terms and conditions by which the County will procure the Provision of a full service administration, coordination, monitoring and implementation for Health Maintenance Organization (HMO) from Contractor as further detailed in the GSA. In the event of a conflict between this Contract and the GSA, filed with the DMHC, the GSA shall control.
- Compensation:** The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder.
- Term of Contract:** The initial term of this Contract is for three (3) years, effective January 1, 2024, continuing for three (3) years from that date, unless earlier terminated by the County. The Contract Term may be renewed for two (2) additional consecutive one (1) year terms, upon the mutual written agreement of the Parties. Renewal of the Contract may require approval by the County Board of Supervisors. Permitted renewals of the Contract provided in this paragraph 4 shall not result in any change in any other term,

condition or provision of this Contract.

5. **Entire Contract:** This Contract, including entire scope of the contract and the GSA (and all relating to the GSA), contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.
6. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on the County unless authorized by the County in writing.
7. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
8. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
9. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
10. **Delivery:** Time of delivery of services is of the essence in this Contract. County reserves the right to refuse any services and to cancel all or any part of the services that do not conform to the services described in Attachment A. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
11. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor, shall qualify for workers' compensation or other fringe benefits of any kind through County.
12. **County of Orange Local Small Business (OCLSB) Preference Requirements:** Contractor certifies it is in compliance with County of Orange Local Small Business Preference requirements at the time this Contract is executed.
13. **County of Orange Disabled Veteran Business Enterprise (DVBE) Preference Requirements:** Contractor certifies it is in compliance with County of Orange Disabled Veteran Business Enterprise Preference requirements at the time this Contract is executed.

14. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract. Notwithstanding this paragraph or any other terms or provisions set forth in this Contract or its attachments, none of the work done for the County, its employees, agents, directors, elected officials or their dependents as relates participant interaction may be performed outside the United States of America, with the exception of core Account Team Members as named in Staffing Plan, Attachment C, or otherwise approved by County, on an as needed basis. In no case may participant specific data be sent to locations outside the United States of America. To the extent that non-core account team members, special project teams and the like are required to do work for the County outside the United States of America, data will not include participant data that will allow for personal identification either as a standalone data element or in combination, for example, social security number, date of birth, personal health information, and home addresses. In instances where previously identified core Account Team Members are required to access participant specific data, as approved by the County, on an as needed basis while outside the United States of America, data will be accessed and viewed only, and will not be stored, changed, or updated in any fashion.
15. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any sub-contractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of anti-discrimination laws or regulations including but not limited to Section 1741 of the California Labor Code.
16. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services performed by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the services; and, if permitted to sub-contract, shall be fully responsible for all work performed by sub-contractors.
17. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
18. **Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitaries as identified in paragraph 21 below, and as more fully described in paragraph 21, harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall

be in addition to any other remedies provided by law.

19. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph 21 below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
20. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph 21 below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
21. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
22. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.
23. **Insurance Provisions:** Prior to the provision of services under this Contract, the Contractor agrees to carry all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage current, provide Certificates of Insurance, and endorsements to the County during the entire term of this Contract.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIR)'s shall be clearly stated on the Certificate of Insurance. Any SIR in excess of Fifty Thousand Dollars \$50,000 shall specifically be approved by the County's Risk Manager, or designee. The County reserves the right to require current audited financial reports from Contractor. If Contractor is self-insured, Contractor will indemnify the County for any and all claims resulting or arising from Contractor's services in accordance with the indemnity provision stated in this contract.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, CEO/ Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence
Network Security & Privacy Liability	\$15,000,000 per claims-made

Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

Required Coverage Forms

The Commercial General Liability coverage shall be written on occurrence basis utilizing Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad naming the County of Orange its elected and appointed officials, officers, employees, and agents as Additional Insureds, or provide blanket coverage, which will state As Required by Written Contract.
- 2) A primary non-contributory endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary, and any insurance or self-insurance maintained by the County shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, employees, and agents*** or provide blanket coverage, which will state ***As Required by Written Contract***.

The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement naming the ***County of Orange, its elected and appointed officials, officers, employees, and agents*** as Additional Insureds for its vicarious liability.
- 2) A primary and non-contributory endorsement evidencing that the Contractor's insurance is primary, and any insurance or self-insurance maintained by the County shall be excess and non-contributing.

All insurance policies required by this Contract shall waive all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, employees, and agents*** when acting within the scope of their appointment or employment.

Contractor shall provide thirty (30) days prior written notice to the County of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Contractor's Professional Liability, and/or Network Security & Privacy Liability are "Claims-Made" policy(ies), Contractor shall agree to the following:

- 1) The retroactive date must be shown and must be before the date of the Contract or the beginning of the Contract services.
- 2) Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of Contract services.
- 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract services, Contractor must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not provide acceptable Certificates of Insurance and endorsements to County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

24. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the Term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
25. **Contractor Personnel:** Contractor warrants that all Contractor personnel engaged in the performance of work under this Contract shall possess sufficient experience and/or education and the required licenses set forth herein in good standing to perform the services requested by the County. County expressly retains the right to have any of the Contractor personnel removed from performing services under this Contract to the County. Contractor shall effectuate the removal of the specified Contractor personnel from providing any services to the County under this Contract within one business day of notification by County. County shall submit the request in writing to the Contractor's Account Manager. The County is not required to provide any reason, rationale or additional factual information if it elects to request any specific Contractor personnel be removed from performing services under this Contract.
26. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Program Manager, which consent shall not be unreasonably withheld.

The Contractor's Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County's Program Manager shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the County under this Contract. The County's Program manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice by the County's Program Manager. The County's Program Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

27. **Program Manager:** The County shall appoint a Program Manager to act as liaison between the County and the

Contractor during the Term of this Contract. The County's Program Manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's Program Manager shall have the right to require the removal and replacement of the Contractor's Account Manager from providing services to County under this Contract. The County's Program Manager shall notify the Contractor in writing of such request for removal of Contractor's Account Manager. The Contractor shall accomplish the removal within three (3) day after written notice by the County's Program Manager. The County's Program Manager shall review and approve the appointment of the replacement for the Contractor's Account Manager. The County is not required to provide any additional information, reason or rationale for the request for removal of Contractor's Account Manager from providing further services under this Contract.

28. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this contract. The County's program manager and the Contractor's project manager will meet on reasonable notice to discuss the Contractor's performance and progress under this contract. If requested, the Contractor's project manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this contract.
29. **Ownership of Documents:** The County has permanent ownership of all eligibility information provided to Contractor. Material produced by Contractor in the delivery of services (such as claims records and case management records) shall be owned by the Contractor and may be accessed by the County subject to a mutually agreeable non-disclosure agreement.
30. **Title to Data:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. To the extent feasible (e.g., not inextricably integrated into claims records), all materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
31. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.
32. **Audits/Inspections: Subject to a mutually agreed upon confidentiality and audit agreement,** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) reasonable and relevant access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any sub-contractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract

shall be forwarded to the County's program manager.

33. **Publication:** No copies of schedules, written documents, and computer based data, photographs, maps or graphs, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the County unless otherwise agreed to by both Parties.
34. **Conflict of Interest:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.
35. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to terminate this Contract without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of this Contract or any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations.
36. **Breach of Contract:** The failure of the Contractor to comply with any of the terms, provisions, covenants or conditions of this Contract shall constitute a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
- a. Terminate this Contract immediately, pursuant to paragraph 35 herein;
 - b. Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - d. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
37. **Disputes - Contract:** The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Program Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:
- a. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 - b. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
 - c. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including

the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in paragraph 35 herein.

38. **Orderly Termination:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.
39. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
40. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
41. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.
42. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given herein shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the County's Program Manager and Contractor's Account Manager routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

County: Program Manager, Lauren Pierson
Human Resource Services/Employee Benefits
400 W. Civic Center Dr., 1st Floor
Santa Ana, CA 92701

Contractor: Cigna Healthcare of California
Client Manager, Cesar Sanchez
26 Executive Park, Suite 200
Irvine, CA 92614

43. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

44. **Precedence:** The Contract documents consist of this Contract and its attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments.
45. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
46. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
47. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
48. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
49. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Contract.

50. **Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
51. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
52. **Lobbying:** On the best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.
53. **Debarment:** Contractor shall certify that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where Contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, Contractor must include an explanation with the bid/proposal. Debarment pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department of agency may result in the bid/proposal being deemed non-responsible.
54. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
55. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials, and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph 21 above, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
56. **Changes:** Contractor shall make no changes in the work or perform any additional work without County's specific written approval.
57. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
58. **Incorporation:** This Contract and its Attachments are attached hereto and incorporated herein by this reference and made a part of this Contract. Further, Contractor's GSA will be issued and made a part of the Contract.
59. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County pays \$600 or more or with whom the County

enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term “service provider” is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as “an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state.” The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as “an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California.”

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Employer_Services.htm.

60. **Third Party Beneficiaries:** This Contract is for the benefit of the County and Contractor and not for any other person. It shall not create any legal relationship between Contractor and any employee, beneficiary or any other party claiming any right, whether legal or equitable, under the terms of this Contract or the GSA.
61. **Subcontracting:** The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.
62. **Health Coach Services:** Contractor shall arrange through its affiliate, Cigna Onsite Health, LLC, to provide to County’s employees Onsite Health Coach Services (“Services”) at County’s worksite locations. The parties agree to negotiate in good faith a Wellness Services Agreement (“WSA”) in relation to such Services. Upon successful execution of the WSA, the Services shall be provided at no additional cost to the County.
63. **Onsite Clinical Therapist Services:** Contractor shall arrange through its affiliate, Cigna Onsite Health, LLC, to provide to County’s employees Onsite Clinical Therapist Services (“Services”) at County’s worksite locations. The parties agree to negotiate in good faith a Wellness Services Agreement (“WSA”) in relation to such Services. Upon successful execution of the WSA, the Services shall be provided at no additional cost to the County.
64. **Onsite Wellbeing Coordinator:** Contractor shall arrange to provide to County’s employees Onsite Wellbeing Coordinator (“Services”) at County’s worksite locations. The parties agree to negotiate in good faith a Wellness Services Agreement (“WSA”) in relation to such Services. Upon successful execution of the WSA, the Services shall be provided at no additional cost to the County.
65. **Consolidation Appropriations Act (CAA):** Contractor shall comply, with no charge to the County of Orange, with the Federal legal requirements applicable to the County of Orange’s fully-insured group health plans contained in the Consolidated Appropriations Act, 2021 (“CAA”). Such compliance shall include but not be limited to the following services: Contractor agrees to (a) publish machine-readable files of in-network rates and out-of-network allowed amounts; (b) provide cost estimator tool to Members via an online self-service tool or paper; (c) report to CMS annually on prescription drug and health care spending premiums and enrollment through Plan List Files (P1-P3) and Data Files (D-1 through D-8), as provided for in the regulations set forth in 45 CFR 147.212(b)(4) (publication of MRFs), 45 CFR 147.211(b)(3) (provision of cost estimates upon request), and 45 CFR 149.720(d) (prescription drug cost reporting) and, (d) gag clause prohibition compliance attestation regarding compliance with Internal Revenue Code (Code) section 9824, Employee Retirement Income Security Act (ERISA) section 724, and Public Health Service (PHS) Act section 2799A-9, as added by section 201 of Title II (Transparency) of Division BB of the CAA.

Contractor understands and agrees that guidance is being drafted by the Departments of Health and Human Services, Labor and Treasury and agrees to comply with the requirements of such guidance as they are proposed and finalized by these Departments with regard to the County of Orange's fully-insured group health plans.

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CONTRACT SIGNATURE PAGE

IN WITNESS WHEREOF, The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

Cigna HealthCare of California*:

Peter Welch President, Cigna Healthcare of Ca

Print Name	DocuSigned by: <i>Peter Welch</i>	Title
	45B41BA4CB06429...	4/12/2023

Signature	Date
Geneva Brown	Secretary

Print Name	DocuSigned by: <i>Geneva Brown</i>	Title
	F662E26BEF19473...	4/12/2023

Signature	Date
-----------	------

**If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.*

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

COUNTY of ORANGE

A political subdivision of the State of California

Print Name	Title
------------	-------

Signature	Date
-----------	------

Approved by Board of Supervisors on: _____ Date _____

APPROVED AS TO FORM:

DocuSigned by:
Mehil G. Daftary

Deputy, Office of County Counsel
Orange County, California

Attachment A

Performance Commitments and Penalties Performance Guarantees Annual Service Metrics

Performance Commitments and Penalty Amounts

In connection with the services Contractor will provide to the County with respect to the Plan, Contractor guarantees its performance as follows (A summary of all performance commitments and their associated penalties is included in this Attachment A):

A. Financial Accuracy

The percentage of total audited claim dollars shall be at least the percentage designated in Attachment A.

B. Evaluation of Financial Accuracy

(a) Financial accuracy represents the sum of the total dollars overpaid and the total dollars underpaid subtracted from the total dollars paid, divided by the total dollars paid and expressed as a percent.

C. Financial Accuracy Penalty

The penalty for Contractor's failure to meet the Financial Accuracy Performance Commitment shall be the amount shown in Attachment A.

D. Claim Processing Accuracy

The percentage of total audited claims shall be no greater than the percentage designated in Attachment A.

E. Evaluation of Claim Processing Accuracy

(a) Claim Processing Accuracy represents the total number of claims processed without any payment errors, divided by the total claims processed, expressed as a percent.

F. Claim Processing Accuracy Penalty

The penalty for Contractor's failure to meet the Claim Processing Accuracy shall be the amount shown in Attachment A.

G. Average Speed of Answer Commitment

The average speed of answer for a phone call to the Service Center(s) during the Term ("ASA") shall be no longer than the number of seconds designated in Attachment A.

H. Evaluation of Average Speed of Answer
County of Orange
Human Resource Services/Employee Benefits

(a) The average speed of answer for a phone call to the Service Center(s) during the Term ("ASA") shall be no longer than the number of seconds designated in Attachment A.

(b) The calculation of ASA is based on all calls received by the Service Center(s) for all customers serviced in the Special Account Queue related to services provided by Contractor to the County Plan.

I. Average Speed of Answer Penalty

The penalty for Contractor's failure to meet the Telephone Average Speed of Answer Performance Commitment shall be the amount shown in Attachment A.

Abandonment Rate**J. Telephone Abandonment Rate Commitment**

The percentage of calls received by the Service Center(s) resulting in the caller terminating the call before speaking with a customer service representative (“Abandonment Rate”) shall, on average, be no greater than the percentage designated in Attachment A.

K. Evaluation of Abandonment Rate

- (a) Abandonment Rate will be calculated using the total number of calls received during the Term that result in the caller terminating the call after it is queued to a customer service representative, divided by the total number of telephone calls received by the Service Center(s) during the Term, expressed as a percent.
- (b) The calculation of Abandonment Rate is based on all calls received by the Service Center(s) for all customers serviced in the Special Account Queue related to services provided by Contractor to the County Plan.

L. Abandonment Rate Penalty

The penalty for Contractor's failure to meet the Telephone Abandonment Rate Performance Commitment shall be the amount shown in Attachment A.

First Call Resolution**M. First Call Resolution Performance Commitment**

The percentage of inquiries related to the Plan that are closed on the first inquiry, meaning that Contractor determines that no inquiries involving the same matter are received during the 45 Day timeframe preceding and following the inquiry, shall be the percentage designated in Attachment A.

N. Evaluation of First Call Resolution

- (a) First Call Resolution will be calculated based on the inquiries received by Contractor related to services provided by Contractor to the County Plan.
- (b) The First Call Resolution rate will be calculated using the number of inquiries received from the County that were closed during the first inquiry, divided by the total number of inquiries received from the County, expressed as a percent.
- (c) An inquiry will be considered closed when Contractor gives it a closed status on the Inquiry Tracking System(s) and no inquiries involving the same matter are received during the 45 Day timeframe preceding and following the inquiry.

O. First Call Resolution Penalty

The penalty for Contractor's failure to meet the First Call Resolution Performance Commitment shall be the amount shown in Attachment A.

Customer Service Associate (CSA) Quality**P. CSA Quality Performance Commitment**

A designated percentage of inquiries received by the Service Center(s) servicing the County (the “Service Center(s)”) and randomly monitored, shall achieve Contractor's quality standards for issue resolution, ownership and professionalism. The designated percentage is shown in Attachment A.

Q. CSA Quality Evaluation

- (a) CSA Quality will be based on a random sample of all inquiries received from the County related to services

provided by Contractor to the County plan.

- (b) The CSA Quality rate will be calculated using the number of inquiries that achieved Contractor's quality standards, divided by the total number of inquiries audited, expressed as a percent.

R. CSA Quality Penalty

The penalty for Contractor's failure to meet the CSA Quality Performance Commitment shall be the amount shown in Attachment A.

Eligibility Processing –Maintenance (Ongoing) Automated Eligibility Time-to-Process

S. Maintenance (Ongoing) Automated Eligibility Time-to-Process Performance Commitment

A designated percentage of the file(s) received from the County after the effective date and during the Term shall be loaded onto the eligibility system within the number of Business Days, as designated in Attachment A, of the receipt of a complete and valid eligibility file. The designated percentage is shown in Attachment A.

T. Evaluation of Maintenance (Ongoing) Automated Eligibility Time-to-Process

- (a) Maintenance (On-going) Automated Eligibility Time-to-Process will be calculated by counting the number of Business Days from the Business Day that the file is received by Contractor to and including the Business Day the file is loaded onto the eligibility system. The Business Day the file is received will not be included in this calculation.
- (b) "Business Days" will mean the days of the week that the responsible eligibility unit is conducting business, which excludes Saturdays, Sundays and holidays observed by Contractor.
- (c) This Commitment will be contingent on the County submitting full files in which no more than two percent (2%) of the member records are erroneous. An "erroneous member record" will be defined as any member record lacking accurate information regarding the spelling of the participant's name, the Social Security number, account, branch, benefit option, network ID, effective date of coverage, termination date, address and any other demographic data.

U. Maintenance (Ongoing) Automated Eligibility Time-to-Process Penalty

The penalty for Contractor's failure to meet the Maintenance (Ongoing) Automated Eligibility Time-to-Process Performance Commitment shall be the amount shown in Attachment A.

ID Card Maintenance (On-going) Performance

V. ID Card Maintenance (Ongoing) Performance Commitment

A designated percentage of the ID cards issued to the County's participants in the Plan will be mailed within specified Business Days of the date that the eligibility information necessary to issue that card is released to the ID card vendor. The designated percentage is shown in Attachment A.

County of Orange
Human Resource Services/Employee Benefits

W. Evaluation ID Card Maintenance (Ongoing) Performance

- (a) ID Card Maintenance (Ongoing) Performance will be calculated by counting the number of Business Days from the Business Day that eligibility information necessary to issue that card is released to the ID card vendor, to and including the Business Day the ID card is issued to the Plan participant. The Business Day the eligibility information is received by the vendor will not be included in this calculation.
- (b) "Business Days" will mean the days of the week that the responsible unit is conducting business, which excludes Saturdays, Sundays and holidays observed by Contractor.

X. ID Card Maintenance (Ongoing) Performance Penalty

The penalty for Contractor's failure to meet ID Card Maintenance (Ongoing) Performance Commitment shall be the amount shown in Attachment A.

Account Management**Y. Account Management Commitment**

Contractor's Account Management Sales Team commits to provide services to the County of such quality as will result in Contractor's achieving the Account Management Composite Score, designated in Attachment B, on the Account Management Report Card. The Account Management Report Card is attached as Attachment B to this Agreement and must be completed, signed and dated by the County and returned to Contractor on a quarterly basis.

Z. Evaluation of Account Management

- (a) At the beginning of the Term, the County shall designate individuals on its benefits staff who will complete the Account Management Report Card (Attachment B) on a quarterly basis.
- (b) The Account Management Report Card shall be completed, signed and dated by the County and sent to Contractor within four (4) weeks after the end of the quarter.

If any quarterly Account Management Report Card is not received within six (6) weeks of its distribution by Contractor, that Account Management Report Card will not be included in the calculation of the Composite Score; and if any quarterly Account Management Report Card is not received within six (6) weeks of its distribution by Contractor, the Account Management Performance Guarantee Penalty Amount will be reduced. The amount Account Management Performance Guarantee Penalty Amount will be reduced as follows:

One (1) Account Management Report Card not received within 6 weeks of distribution: 25% reduction in Account Management Performance Guarantee Penalty Amount.

Two (2) Account Management Report Cards not received within 6 weeks of distribution: 50% reduction in Account Management Performance Guarantee Penalty Amount.

Three (3) Account Management Report Cards not received within 6 weeks of distribution: 75% reduction in Account Management Performance Guarantee Penalty Amount.

- (c) Following the end of the calendar year and completion the fourth (4th) quarterly survey, the County 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 as 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 B.

County of Orange
Human Resource Services/Employee Benefits

AA. Account Management Penalty

The penalty for Contractor's failure to meet the Account Management Commitment shall be the amount shown in Attachment A.

Weighting of Performance Results**BB. Weighting of Results for Telephone Services**

Results for Telephone Services from each assigned Service Center will be weighted by call volume in order to calculate the overall result unless membership by site is made available.

CC. Evaluation of Services and Payment of Penalties

- (a) Within four (4) months after the end of each calendar year during the Term, Contractor shall compile the

necessary documentation and perform the necessary calculations to evaluate its fulfillment of each performance commitment set forth in this Agreement and make this information available to the County.

- (b) Any dispute concerning the amount Contractor determines to be owed under this Agreement must be raised in writing within sixty (60) days of the date that Contractor notifies the County in writing of its determination.
- (c) If Contractor fails to meet any of the performance commitments set forth in herein, Contractor shall pay to the Company the appropriate penalty set forth in Attachment A.
- (d) If the GSA under which Contractor provides insurance and/or administrative services to the Plan is terminated prior to the end of the Term of this Agreement, any penalties owed by Contractor shall be prorated for that portion of the year for which the contract was in force, except that Contractor shall owe no penalties for partial quarters and Contractor shall owe no penalties if the contract is terminated by the County with notice and without cause.
- (e) In the event that the period during which performance is measured is less than twelve (12) consecutive months, the penalty amounts set forth in Attachment A shall be pro-rated for that portion of the year for which performance measurements are in force.
- (f) The penalty amounts in Attachment A have been established in relationship to the actual annual premium that the County pays for each calendar year of the Term.
- (g) The total amount payable by Contractor during each calendar year of the Term for failure to meet the performance commitments set forth in this Contract Attachment 1, Part III shall not exceed the sum of the maximum penalties identified in Attachment A.

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PERFORMANCE COMMITMENTS AND PENALTIES – MEDICAL/HMO BENEFITS PLAN

Performance Category	Performance Commitment	Results Measured At	Penalty Amount
Claims Payment -Financial Accuracy -Claim Processing Accuracy	99% of audited claim dollars paid accurately. 95% of audited claims processed accurately	Account Level Account Level	0.30% of actual annual premium 0.20% of actual annual premium
Call/Inquiry -Average Speed of Answer (ASA) -Call Abandonment Rate -First Call Resolution -CSA Quality	Measured for the Term of the Agreement, results will not exceed: <ul style="list-style-type: none"> • 30 seconds to answer a phone call • 3% of calls received by Call Center(s) terminated • 90% of calls resolved on first call, 45 day look back/forward • 95% meet quality standards 	Account Level Account Level Account Level Account Level	0.30% of actual annual premium 0.30% of actual annual premium 0.20% of actual annual premium 0.20% of actual annual premium
Employer Services -Ongoing Automated Eligibility Processing -Ongoing ID Card Processing	Measured for the Term of the Agreement, results will meet or exceed: <ul style="list-style-type: none"> • 100% files processed in 3 Business Days • 98.5% of ID cards mailed in 5 Business Days 	Account Level Account Level	0.30% of actual annual premium 0.30% of actual annual premium
Account Management	Account Management Composite Score (all categories) of 3.0 or better on the Account Management Report Card based on the average of four (4) quarterly assessments.	Account Level	0.65% of actual annual premium
		Total Financial Commitment	2.75% of actual annual premium

Client Name: County of Orange Account and/or SOC Number: 3174392 Lead Claim Office: Visalia, CA

Agreement Term: 01/01/2024-12/31/2026 Projected # of Enrolled Subscriber Lives: 4,356

Sales Representative: Cesar Sanchez Sales Office/Routing #: 319 Underwriter Approval By: Shannon Wood

Attachment B Account Management Report Card

Rating Methodology:

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

Client Manager: _____
 Completed By (please print): _____
 Signature _____
 Date completed: _____
 Telephone #: _____

County will complete the box with the score that most closely reflects the level of satisfaction with respect to the following service categories. A separate quarterly report card will be completed, signed and dated each quarter.

Measurable Need	1 st Q	2 nd Q	3 rd Q	4 th Q	Comments:	Composite Score
1. Acts proactively to provide County with timely notification of issues impacting plan and/or participants.						
2. Responds in a timely and comprehensive manner to inquiries, issues and questions from the County, County members, and third-party representatives.						
3. Finds solutions and develops effective action plans to resolve open issues, including identifying the root cause, and follows through on plans to ensure issues are resolved.						
4. Responds to County inquiries within (<i>number of days specified in Contract</i>) County business days of inquiry.						
5. Delivers agreed upon reports and communication of Contractor results within days from the end of the reporting period.						
6. Attends scheduled meetings and provides follow-up details and action items in a timely manner.						
Account Management Composite Score (All Categories)						

Fill in for each quarterly period:
 Date Sent to Client:

Attachment C Compensation/Payment

2024 Actual rates will be determined in May/June 2023. Active rates increase from 2023 will not exceed 2.9%. Pre 65 retiree rates will be 20% greater than active rates.

Contractor confirms that the premium rate increase for the policy year commencing on 1/1/2025 will not exceed the following percentages:

- Choice HMO: 9%
- Select HMO: 9%

Financial/Payment Terms

1. Premium payment will be based upon the number of subscribers and associated rate as provided by the County to the Contractor on the monthly Premium Report. Payment for the month will be made on or before the 30th day of each month, representing payment for services provided in the current month, i.e. payment for the month of January will be paid by January 30th.
2. The effective date for mid-month enrollments due to a qualified life event for birth/adoption will be the date of birth/adoption and premiums will be charged based on coverage on the 15th of the month.
3. Quotes for annual rates will be net of commissions.
4. Contractor will allow for 60 days grace period for payment and premiums.
5. Contractor will allow for retroactive adjustments for eligibility changes.
6. Contractor agrees to not increase premium rates except on the policy anniversary.
7. Contractor will provide communication and mailings at the County's request with no additional cost.
8. Travel, travel time, and other related expenses will not to be charged to the County.

Payment (Electronic Funds Transfer (EFT)):

The County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. The County of Orange, Auditor-Controller Agency will control and initiate payment. To request a form, please contact the agency/department representative listed in the Contract.

Credits/Reimbursement

Contractor will provide the following support and all available credits, including but not limited to communication, wellness, and implementation credits and/or onsite support are not built into your premium rates.

1. Contractor will provide an annual Wellness Credit for programs such as the Onsite Wellness and Fitness Center, Biometric Screenings, Chronic Condition Management services and other general wellness programs. In addition, Contractor shall provide the following onsite staff to the County at no cost: Health Coach, Wellbeing Coordinator, Clinical Therapist (licensed clinical social worker).

County of Orange
Human Resources Services

Annual Wellness Funding	Year 1 2024	Year 2 2025	Year 3 2026	Year 4, if renewed 2027	Year 5, if renewed 2028
Wellness Credit	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000

2. Annual Open Enrollment Communication Support: The Contractor will pay their pro-rata share of the cost OE communication development and distribution.

Attachment D**Staffing Plan**

Client "Account" Manager		
Overall account management, including financial and claim experience reporting		
Full Name	Phone	Email
Cesar Sanchez	770.281.3603	Cesar.sanchez@cigna.com
Client Service Executive		
Personal liaison between the County's Program Manager and Cigna functional experts to provide prompt attention to service inquiries		
Full Name	Phone	Email
Claudia Soos	770.261.2297	Claudia.Soos@cigna.com
Implementation Manager		
End-to-end ownership and accountability for the implementation process including future plan changes		
Full Name	Phone	Email
Jessica Felix	770.261.2676	Jessica.Felix@cigna.com
Benefits and Well-being Coordinator		
Primary contact for wellness initiatives, communication strategy, enrollment planning, coordination and support		
Full Name	Phone	Email
Paull Wood-Lopez	949.243.4957	Paul.Lopez-Wood2@cigna.com
Eligibility Account Specialist		
Manages eligibility inquiries		
Full Name	Phone	Email
Scott Marino	623.277.3253	Carmen.Marion@cigna.com
Revenue Account Specialist		
Manages billing inquiries		
Full Name	Phone	Email
Deanna McNabb	423.954.5293	Deanna.McNabb@cigna.com
Revenue Account Specialist		
Manages billing inquiries		
Full Name	Phone	Email
Deanna McNabb	423.954.5293	Deanna.McNabb@cigna.com