

LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 10/21/25

☐

Resolution

☒

Ordinance

Contact/Prepared By: _____

Date Prepared: _____

Title (Caption): An ordinance approving Amendment Number 2 to the contract between the Metropolitan Government of Nashville and Davidson

County and Cigna Health and Life Insurance Company for administrative services for the account based self-insured medical plan.

Submitted to Planning Commission? ☒ N/A ☐ Yes-Date: _____ Proposal No: _____

Proposing Department: Purchasing Requested By: _____

Affected Department(s): Human Resources Affected Council District(s): _____

Legislative Category (check one):

- | | | |
|---|---|--|
| ☐ Bonds | ☒ Contract Approval | ☐ Intergovernmental Agreement |
| ☐ Budget - Pay Plan | ☐ Donation | ☐ Lease |
| ☐ Budget - 4% | ☐ Easement Abandonment | ☐ Maps |
| ☐ Capital Improvements | ☐ Easement Accept/Acquisition | ☐ Master List A&E |
| ☐ Capital Outlay Notes | ☐ Grant | ☐ Settlement of Claims/Lawsuits |
| ☐ Code Amendment | ☐ Grant Application | ☐ Street/Highway Improvements |
| ☐ Condemnation | ☐ Improvement Acc. | ☐ Other: _____ |

FINANCE Amount +/-: \$ _____

Funding Source: Capital Improvement Budget
Capital Outlay Notes
Departmental/Agency Budget
Funds to Metro
General Obligation Bonds
Grant
Increased Revenue Sources

Approved by OMB: Elizabeth Jefferson

Approved by Finance/Accounts: _____

Approved by Div Grants Coordination: _____

Match: \$ _____

Judgments and Losses
Local Government Investment Project
Revenue Bonds
Self-Insured Liability
Solid Waste Reserve
Unappropriated Fund Balance
4% Fund
 Other: _____

Date to Finance Director's Office: 10/3/2025 | 1:45 PM CDT

APPROVED BY

FINANCE DIRECTOR'S OFFICE: Jennine Reed/mjw

ADMINISTRATION

Council District Member Sponsors: _____

Council Committee Chair Sponsors: _____

Approved by Administration: _____ Date: _____

DEPARTMENT OF LAW

Date to Dept. of Law: _____ Approved by Department of Law: _____

Settlement Resolution/Memorandum Approved by: _____

Date to Council: _____ For Council Meeting: _____ ☐ E-mailed Clerk

☐ All Dept. Signatures ☐ Copies ☐ Backing ☐ Legislative Summary ☐ Settlement Memo ☐ Clerk Letter ☐ Ready to File

Department of Law – White Copy

Administration –Yellow Copy

Finance Department - Pink Copy

ORDINANCE NO. _____

An ordinance approving Amendment Number 2 to the contract between the Metropolitan Government of Nashville and Davidson County and Cigna Health and Life Insurance Company for administrative services for the account based self-insured medical plan.

WHEREAS, the Metropolitan Government's medical insurance plans include an account based self-insured plan and a PPO self-insured plan; and,

WHEREAS, the competitive bidding process for administrative services for the account based and PPO self-insured plans concluded at different times, resulting in different expiration dates for each contract; and,

WHEREAS, the term of the administrative services contract with Cigna Health and Life Insurance Company ("Cigna") for the account based plan (Contract No. 6518292) commenced on January 1, 2023 and will expire on December 31, 2027; and,

WHEREAS, the term of the administrative services contract with Cigna for the PPO plan (Contract No. 6533123) commenced on January 1, 2024 and will expire on December 31, 2028; and,

WHEREAS, extending the term of the contract for the account based plan to December 31, 2028, will allow for competitive procurement of administrative services for both self-insured medical plans through the issuance of one comprehensive request for proposal; and,

WHEREAS, extension of the administrative services contract for the account based plan will cause the contract term to exceed 60 months; and,

WHEREAS, Section 4.12.160 of the Metropolitan Code limits the term of contracts for services to sixty months, unless otherwise authorized by the Metropolitan Council; and,

WHEREAS, it is in the best interest of the Metropolitan Government to extend the administrative services contract for the account based plan (Contract No. 6518292) by one (1) year with an ending date of December 31, 2028, in order to resolicit the services simultaneously with the administrative contract for the PPO plan (Contract No. 6533123).

NOW THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1: That Amendment Number 2 to the contract between the Metropolitan Government of Nashville and Davidson County and Cigna Health and Life Insurance Company for administrative services for the account based self-insured medical plan (Contract No. 6518292), attached hereto and incorporated herein, is hereby approved.

Section 2: That this ordinance shall take effect from and after its adoption, the welfare of the Metropolitan Government of Nashville and Davidson County requiring it.

Contract Amendment Abstract

Contract Amendment Information

Contract Title: Group Medical Insurance - Account Based Plan

Amendment Summary: Amend clause 2.1 Term to extend the contract to December 31, 2028 and increases the contract by \$60,000,000.00 to cover administrative charges for the extended term.

Contract Number: 6518292 Amendment Number: 2 Request Number: A2026013

Type of Contract: IDIQ Contract **Requires Council Legislation:** Yes

High Risk Contract (Per Finance Department Contract Risk Management Policy): Yes

Sexual Harassment Training Required (per BL2018-1281): Yes

Contract Start Date: 01/01/2023 Contract Expiration Date: 12/31/2028 Contract Term: 72 Months

Previous Estimated Contract Life Value: \$300,000,000.00

Amendment Value: \$60,000,000.00

Fund: 52180*

New Estimated Contract Life Value: \$360,000,000.00

BU: 12506000*

(* Depending on contract terms, actual expenses may hit across various departmental BUs and Funds at PO Levels)

Payment Terms: Net 30 Selection Method: RFP

Procurement Staff: Jan Harvey BAO Staff: Jeremy Frye

Procuring Department: Human Resources

Department(s) Served: Metro Wide

Prime Contractor Information

Prime Contracting Firm: Cigna Health & Life Insurance Co ISN#: 2206 Phone #: 860-226-4422

Address: 900 Cottage Grove Road City: Hartford State: CT Zip: 06152

Prime Contractor is a Uncertified/Unapproved: SBE ☐ SDV ☐ MBE ☐ WBE ☐ LGBTBE ☐ (select/check if applicable)

Prime Company Contact: Aimee Burnham Email Address: Aimee.Burnham@evernorth.com

Prime Contractor Signatory: Aimee Burnham **Email Address:** Aimee.Burnham@evernorth.com

Business Participation for Entire Contract

Small Business and Service Disabled Veteran Business Program: N/A

Amount: N/A

Percent, if applicable: N/A

Equal Business Opportunity Program:

Program Not Applicable

MBE Amount: N/A

MBE Percent, if applicable: N/A

WBE Amount: N/A

WBE Percent, if applicable: N/A

Federal Disadvantaged Business Enterprise:

No

Amount: N/A

Percent, if applicable: N/A

Note: Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring): No



**AMENDMENT NUMBER 2 TO CONTRACT NUMBER 6518292
BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND CIGNA HEALTH & LIFE INSURANCE COMPANY**

This Amendment is entered into on the day this document is filed with the Metropolitan Clerk's Office, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (METRO) and CIGNA HEALTH AND LIFE INSURANCE COMPANY located in HARTFORD, CT.

WITNESSETH

WHEREAS, the parties desire to modify the terms and conditions and to add or delete certain other terms and conditions to their original agreement dated JANUARY 1, 2023, Metro Contract numbered 6518292, hereinafter the "CONTRACT", the parties hereby agree as set forth below:

This amendment affects the following changes to the contract:

1. Amend clause 2.1 Term to extend the contract to December 31, 2028. The amended clause shall read as follows:

"The term of this contract will begin on January 1, 2023 and will be for a term of six (6) years."

2. Amendment increases the contract by \$60,000,000.00 to cover administrative charges for the extended term.

This amendment shall not be binding upon the parties until it has been signed by the CONTRACTOR and authorized representatives of the Metropolitan Government and filed in the office of the Metropolitan Clerk.

[BALANCE OF PAGE IS INTENTIONALLY LEFT BLANK]

Contract Number 6518292
Amendment Number 2

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY

APPROVED AS TO PROJECT SCOPE:

Shannon Hall W
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

APPROVED AS TO COMPLIANCE WITH
PROCUREMENT CODE:

Dennis Rowland DR
Purchasing Agent Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Jennene Reed/MLL ER
Director of Finance BA

APPROVED AS TO FORM AND LEGALITY:

Nicki Eke B
Metropolitan Attorney Insurance

Metropolitan Mayor COO

ATTESTED:

Metropolitan Clerk Date

CONTRACTOR

Cigna Health and Life Insurance Company
Company Name

Aimee Burnham
Signature of Company's Contracting Officer

Aimee Burnham
Officer's Name

Duly Authorized Contracutal Unit Manager
Officer's Title



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Philadelphia PA Office 100 North 18th Street 16th Floor Philadelphia PA 19103 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105	
	E-MAIL ADDRESS:	
INSURED The Cigna Group 900 Cottage Grove Road Bloomfield CT 06002 USA	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: ACE American Insurance Company	22667
	INSURER B: Indemnity Insurance Co of North America	43575
	INSURER C: ACE Fire Underwriters Insurance Co.	20702
	INSURER D: ACE Property & Casualty Insurance Co.	20699
	INSURER E: American Guarantee & Liability Ins Co	26247
	INSURER F: Lexington Insurance Company	19437

COVERAGES **CERTIFICATE NUMBER:** 570113913231 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR		TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
A	X	COMMERCIAL GENERAL LIABILITY				HDOG48933403 SIR applies per policy terms & conditions	07/01/2025	07/01/2026	EACH OCCURRENCE		\$2,000,000		
		CLAIMS-MADE	X	OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence)				\$2,000,000				
				MED EXP (Any one person)					\$5,000				
				PERSONAL & ADV INJURY					\$2,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:		GENERAL AGGREGATE		\$4,000,000								
	X	POLICY		PRO-JECT					LOC	PRODUCTS - COMP/OP AGG		\$2,000,000	
		OTHER:											
A	AUTOMOBILE LIABILITY				ISA H11356394 SIR applies per policy terms & conditions	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident)		\$2,000,000			
	X	ANY AUTO		BODILY INJURY (Per person)									
		OWNED AUTOS ONLY		SCHEDULED AUTOS				BODILY INJURY (Per accident)					
		HIRED AUTOS ONLY		NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident)					
D	X	UMBRELLA LIAB		X	OCCUR	XEUG7258448A004 Excludes Pol# #35407110	07/01/2025	07/01/2026	EACH OCCURRENCE		\$10,000,000		
		EXCESS LIAB			CLAIMS-MADE				AGGREGATE		\$10,000,000		
	DED	X	RETENTION \$25,000										
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Y/N		WLRC72610659	07/01/2025	07/01/2026	X	PER STATUTE		OTHER	
C	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N	N/A	AOS SCFC72610696 WI	07/01/2025	07/01/2026	E.L. EACH ACCIDENT		\$1,000,000		
							E.L. DISEASE-EA EMPLOYEE		\$1,000,000				
							E.L. DISEASE-POLICY LIMIT		\$1,000,000				
F	Managed Care Liability					33085874 Managed Care E&O	07/01/2025	07/01/2026	Agg-Claims Made		\$15,000,000		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See the attached list of additional Named Insureds. The Products Liability policy #35407110 evidenced on this certificate is a claims made policy. RE: RFP/RFQ #126220, Metro Gov't. #3172416, Contract No. 6518292. Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies, where required by written contract.

CERTIFICATE HOLDER Purchasing Agent Metropolitan Government of Nashville and Davidson County Metro Courthouse Nashville TN 37201 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Holder Identifier :

570113913231

Certificate No :



AGENCY CUSTOMER ID: 10042023
LOC #:



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED The Cigna Group	
POLICY NUMBER See Certificate Number: 570113913231			
CARRIER See Certificate Number: 570113913231	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES	If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.
---------------------	--

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	EXCESS LIABILITY							
E				AXF967096617	07/01/2025	07/01/2026	Aggregate	\$5,000,000
							Each Occurrence	\$5,000,000
	OTHER							
F	Products Liability			35407110 Express Scripts Only	07/01/2025	07/01/2026	Comp/Op Agg	\$4,000,000

Additional Named Insureds (2 Pages)

ABD Group Inc	Cigna HealthCare of Indiana, Inc.
Accredo Health Group, Inc.	Cigna HealthCare of New Hampshire, Inc.
Accredo Health, Incorporated	Cigna HealthCare of New Jersey, Inc.
AHG of New York, Inc.	Cigna Healthcare of North Carolina, Inc.
Airport Holdings, LLC	Cigna HealthCare of St. Louis, Inc.
Allegiance Benefit Plan Management, Inc.	Cigna HealthCare of South Carolina, Inc.
Allegiance Care Management, LLC.	Cigna Healthcare of Tennessee, Inc.
Allegiance Cobra Services, Inc.	Cigna HealthCare of Texas, Inc.
Allegiance Life & Health Insurance Company, Inc.	Cigna Healthcare, Inc.
Allegiance Provider Direct, LLC.	Community Health Network LLC
Allegiance Re, Inc.	Connecticut General Life Insurance Company
Apothecary By Design Acquisition Co LLC	CuraScript, Inc.
Ascent Health Services LLC	Diversified NY IPA, Inc.
Benefit Management Corp.	Diversified Pharmaceutical Services, Inc.
Biopartners in Care, Inc.	Econdisc Contracting Solutions, LLC
Brighter Inc.	ESI Canada
Brookwood Management Partners, LLC	ESI-GP Canada ULC
Care Continuum, Inc.	ESI-GP Holdings, Inc.
CareCore National Group, LLC	ESI-GP2 Canada ULC
CareCore National Intermediate Holdings, LLC	ESI Mail Order Processing, Inc.
CareCore National, LLC	ESI Mail Pharmacy Service, Inc.
CareCore NJ, LLC	ESI Partnership
CareNext Managed Care, LLC	ESI Resources, Inc.
CareNext Post-Acute, LLC	Evernorth Care Group LLC
Chiro Alliance Corporation	Evernorth Care Solutions, Inc.
Cigna Corporate Services, LLC	Evernorth Direct Health, LLC
Cigna Dental Health of California, Inc.	eviCore Healthcare MSI, LLC
Cigna Dental Health of Delaware, Inc.	Express Reinsurance Company
Cigna Dental Health of Florida, Inc.	Express Scripts Administrators LLC
Cigna Dental Health of Kentucky, Inc.	Express Scripts Canada Co.
Cigna Dental Health of Maryland, Inc.	Express Scripts Canada Holding Co.
Cigna Dental Health of Missouri	Express Scripts Canada Holding, LLC
Cigna Dental Health of New Jersey, Inc.	Express Scripts Canada Services
Cigna Dental Health of North Carolina, Inc.	Express Scripts Canada Wholesale
Cigna Dental Health of Ohio, Inc.	Express Scripts, Inc.
Cigna Dental Health of Pennsylvania, Inc.	Express Scripts Pharmaceutical Procurement, LLC
Cigna Dental Health of Texas, Inc.	Express Scripts Pharmacy Atlantic Ltd.
Cigna Dental Health of Virginia, Inc.	Express Scripts Pharmacy Central Ltd.
Cigna Dental Health Plan of Arizona, Inc.	Express Scripts Pharmacy Ontario Ltd.
Cigna Dental Health, Inc.	Express Scripts Pharmacy West Ltd.
Cigna European Services (UK) Limited	Express Scripts Pharmacy, Inc.
Cigna Health and Life Insurance Company	Express Scripts Sales Operations, Inc.
Cigna Health Management, Inc.	Express Scripts Senior Care Holdings, LLC
Cigna Healthcare of Arizona, Inc.	Express Scripts Senior Care, Inc.
Cigna Healthcare of California, Inc.	Express Scripts Specialty Distribution Services, Inc.
Cigna HealthCare of Connecticut, Inc.	Express Scripts Strategic Development, Inc.
Cigna HealthCare of Florida, Inc.	Express Scripts Services Company
Cigna Healthcare of Georgia, Inc.	Express Scripts Utilization Management Co.
Cigna HealthCare of Illinois, Inc.	Forsyth Health, LLC

Additional Named Insureds (2 Pages)

Freco, Inc.
Freedom Service Company, LLC
Global Pharmacy LLC
Healthbridge Reimbursement And Product Support,
Inc.
Healthbridge, Inc.
Home Physicians Management, LLC
Inside RX, LLC
Integrity RX Specialty Pharmacy LLC
Intermountain Underwriters, Inc.
Lynnfield Compounding Center, Inc.
Lynnfield Drug, Inc.
MAH Pharmacy, L.L.C.
Matrix GPO LLC
Matrix Healthcare Services, Inc.
MDLIVE, Inc.
Medco Health Services, Inc.
Medco Health Solutions, Inc.
MSI Health Organization of Texas, Inc.
MyM Technology & Services, LLC
myMatrixx Holdings, LLC
myMatrixx-B, LLC
Priority Healthcare Corporation
Priority Healthcare Distribution, Inc.
QPID Health, LLC
Quallent Pharmaceuticals Health LLC
Specialty Products Acquisitions, LLC
SpectraCare Health Care Ventures, Inc.
SpectraCare, Inc.
Tel-Drug of Pennsylvania, L.L.C.
Verity Solutions Group, Inc.
Village Fertility Pharmacy, LLC



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Philadelphia PA Office 100 North 18th Street 16th Floor Philadelphia PA 19103 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105	
	E-MAIL ADDRESS:	
INSURED The Cigna Group 900 Cottage Grove Road Bloomfield CT 06002 USA	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Lexington Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 570113913209 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR		TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limits shown are as requested	
		COMMERCIAL GENERAL LIABILITY						LIMITS	
		☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE	
								DAMAGE TO RENTED PREMISES (Ea occurrence)	
								MED EXP (Any one person)	
								PERSONAL & ADV INJURY	
		GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
		☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	
		OTHER:							
		AUTOMOBILE LIABILITY						LIMITS	
		☐ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	
		☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person)	
		☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	
								PROPERTY DAMAGE (Per accident)	
		UMBRELLA LIAB ☐ OCCUR						LIMITS	
		EXCESS LIAB ☐ CLAIMS-MADE						EACH OCCURRENCE	
		☐ DED ☐ RETENTION						AGGREGATE	
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						LIMITS	
		ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTHER	
		☐ Y/N N/A						E.L. EACH ACCIDENT	
								E.L. DISEASE-EA EMPLOYEE	
A		Cyber Liability			33085874 Security and Privacy Liab	07/01/2025	07/01/2026	LIMITS	
								Agg-Claims Made	\$15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See attached list of additional Named Insured. RE: Intent to Award Notification for RFP/RFQ #126220, Metro Gov't. #3172416, Contract No. 6518292.

CERTIFICATE HOLDER Purchasing Agent Metropolitan Government of Nashville and Davidson County Metro Courthouse Nashville TN 37201 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>

Holder Identifier :

570113913209

Certificate No :



Additional Named Insureds (2 pages)

ABD Group Inc	Cigna HealthCare of St. Louis, Inc.
Accredo Health Group, Inc.	Cigna Insurance Middle East S.A.L.
Accredo Health, Incorporated	Cigna International Health Services BVBA
AHG of New York, Inc.	Cigna Life Insurance Company of Canada
Airport Holdings, LLC	Cigna Life Insurance Company of Europe S.A.-N.V.
Allegiance Benefit Plan Management, Inc.	Community Health Network LLC
Allegiance Care Management, LLC	Connecticut General Life Insurance Company (CGLIC)
Allegiance COBRA Services, Inc	CuraScript, Inc.
Allegiance Life & Health Insurance Company, Inc.	Diversified NY IPA, Inc
Allegiance Provider Direct, LLC	Diversified Pharmaceutical Services, Inc.
Allegiance Re, Inc.	Econdisc Contracting Solutions, LLC
Apothecary By Design Acquisition Co LLC	ESI Canada
AS Acquisition Corp.	ESI-GP Canada ULC
Ascent Health Services LLC	ESI-GP Holdings, Inc.
Benefit Management Corp.	ESI-GP2 Canada ULC
Biopartners in Care, Inc.	ESI Mail Order Processing, Inc.
Care Continuum, Inc.	ESI Mail Pharmacy Service, Inc.
CareCore National Group, LLC	ESI Partnership
CareCore NJ, LLC (dba eviCore healthcare NJ ODS)	ESI Resources, Inc.
CCN NMO, LLC (dba eviCore healthcare IPA)	Evernorth Care Group LLC
CCN-WYN IPA, LLC (dba eviCore healthcare IPA)	Evernorth Care Solutions, Inc.
Chiro Alliance Corporation	Evernorth Direct Health, LLC
Choicelinx Corporation	eviCore Healthcare MSI, LLC
Cigna Arbor Life Insurance Company	Express Reinsurance Company
Cigna Dental Health of California, Inc.	Express Scripts Administrators LLC
Cigna Dental Health of Colorado, Inc.	Express Scripts Canada Co.
Cigna Dental Health of Delaware, Inc.	Express Scripts Canada Holding Co.
Cigna Dental Health of Florida, Inc.	Express Scripts Canada Holding, LLC
Cigna Dental Health of Kentucky, Inc.	Express Scripts Canada Services
Cigna Dental Health of Maryland, Inc.	Express Scripts Canada Wholesale
Cigna Dental Health of New Jersey, Inc.	Express Scripts Pharmaceutical Procurement, LLC
Cigna Dental Health of North Carolina, Inc.	Express Scripts Pharmacy Atlantic Ltd.
Cigna Dental Health of Ohio, Inc.	Express Scripts Pharmacy Central Ltd.
Cigna Dental Health of Pennsylvania, Inc.	Express Scripts Pharmacy Ontario Ltd.
Cigna Dental Health of Texas, Inc.	Express Scripts Pharmacy West Ltd.
Cigna Dental Health of Virginia, Inc.	Express Scripts Pharmacy, Inc.
Cigna Dental Health Plan of Arizona, Inc.	Express Scripts Sales Operations, Inc.
CIGNA EUROPE INSURANCE COMPANY S.A.-N.V.	Express Scripts Senior Care Holdings, LLC
Cigna European Services UK Limited (CESL)	Express Scripts Senior Care, Inc.
Cigna European Services UK Limited, Barcelona	Express Scripts Services Company
Cigna Global Health Benefits (CGHB)	Express Scripts Specialty Distribution Services, Inc.
Cigna Health and Life Insurance Company (CHLIC)	Express Scripts Strategic Development, Inc.
Cigna Health Management Inc.	Express Scripts Utilization Management Co.
Cigna Healthcare Eastern Technology Services Company Limited	Express Scripts, Inc.
CIGNA HEALTHCARE OF CALIFORNIA, INC.	Forsyth Health, LLC
Cigna HealthCare of Connecticut, Inc	Freco, Inc.
Cigna Healthcare of Georgia, Inc.	Freedom Service Company, LLC
Cigna Healthcare of South Carolina, Inc.	Global Pharmacy LLC

Additional Named Insureds (2 pages)

Healthbridge Reimbursement And Product Support,
Inc.

Healthbridge, Inc.

Healy Pharmacy, LLC

Inside RX, LLC

Integrity RX Specialty Pharmacy LLC

Intermountain Underwriters, Inc.

L&C Investments, LLC

Lynnfield Compounding Center, Inc.

Lynnfield Drug, Inc.

MAH Pharmacy, L.L.C.

Matrix GPO, LLC

Matrix Healthcare Services, Inc.

MDLIVE, Inc.

Medco Europe, LLC

Medco Europe II, L.L.C.

Medco Health Puerto Rico, LLC

Medco Health Services, Inc.

Medco Health Solutions, Inc.

MedSolutions Holdings, Inc.

MSI Health Organization of Texas, Inc.

MyM Technology & Services, LLC

myMatrixx Holdings, LLC

myMatrixx-B, LLC

QPID Health, Inc.

Priority Healthcare Corporation

Priority Healthcare Distribution, Inc.

SpectraCare Health Care Ventures, Inc.

SpectraCare, Inc.

Strategic Pharmaceutical Investments, LLC

Verity Solutions Group, Inc.

Village Fertility Pharmacy, LLC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA LLC 30 South 17th Street Philadelphia, PA 19103 Attn: Healthcare.AccountsCSS@marsh.com FAX: 212-948-1307 CN121292831-5M-CRIME-25-26	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: National Union Fire Insurance Co. of Pittsburgh, PA</td> <td>19445</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Union Fire Insurance Co. of Pittsburgh, PA	19445	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: National Union Fire Insurance Co. of Pittsburgh, PA	19445														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED THE CIGNA GROUP 900 COTTAGE GROVE ROAD BLOOMFIELD, CT 06002															

COVERAGES**CERTIFICATE NUMBER:**

CLE-007296736-05

REVISION NUMBER: 4

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	CRIME / FIDELITY			01-217-75-97	04/30/2025	04/30/2026	LIMIT 5,000,000 DEDUCTIBLE 2,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: CONTRACT NUMBER: 6518292, RFP #126220, METRO GOV'T. #3172416

THIS CERTIFICATE SUPERCEDES ANY PREVIOUS ISSUED CERTIFICATES.

CERTIFICATE HOLDER**CANCELLATION**

PURCHASING AGENT
 METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
 METRO COURTHOUSE
 NASHVILLE, TN 37201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

© 1988-2016 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: CN121292831
LOC #: Philadelphia



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA LLC		NAMED INSURED THE CIGNA GROUP 900 COTTAGE GROVE ROAD BLOOMFIELD, CT 06002
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

"IF EVIDENCE OF COVERAGE IS NO LONGER REQUIRED, KINDLY RETURN THE CERTIFICATE MARKED "NO LONGER REQUIRED", AND WE WILL ADJUST OUR FILES ACCORDINGLY."

A2026013

Tuesday, August 5, 2025



Contract Amendment Request Form

Request an Amendment to a Metro Contract

An amendment is appropriate when the duration, value, scope, terms, or other aspects of an existing Metro contract need to be modified.

Questions? Email PRG@nashville.gov.

Departmental Information

What is your name?	Justin Stack
What is your department?	Human Resources
What is your email address?	justin.stack@nashville.gov
What is your phone number?	(615) 862-6422
What is the number of the contract being amended?	6518292
What is the title of the contract being amended?	Group Medical Insurance - Account Based Plan
What is this amendment number?	2

Supplier Information

Who is the supplier?	Cigna Health and Life Insurance Company
What is the supplier's address?	900 Cottage Grove Road Hartford, CT, 06152
Is the supplier registered in iSupplier?	<input checked="" type="text" value="Yes"/>
If yes, what is the supplier's ISN?	2206
Who is contract signatory for the supplier?	Aimee Burnham
What is the supplier contract signatory's email address?	Aimee.Burnham@evernorth.com

What is the supplier contract signatory's phone number?

(860) 226-4422

Amendment Information

Select all that apply & upload supplemental information as appropriate.

Will this amendment change the duration of the existing contract?

Yes.

If yes, what will be the new end date for this contract?

Sunday, December 31, 2028

Will this amendment change the value of the existing contract?

Yes.

If yes, what is the value of the original contract?

300,000,000

If yes, what is the total value of any previously executed amendments?

0

If yes, what is the value of this unexecuted amendment?

60,000,000

If yes, what is the percentage increase represented by this unexecuted amendment?

17%

If yes, what will be the new value of the existing contract?

360,000,000

Will this amendment change the scope of work of the existing contract?

No.

Will this amendment change the terms & conditions of the existing contract?

No.

Explain any additional changes resulting from this amendment not described above.

Current contract has an initial term of 12/31/2027. Requesting to extend the contract one (1) year with an ending date of 12/31/2028 to resolicit simultaneously with the PPO Self-Insured Contract #6533123.

Financial & Accounting Information

Requests that do not include full or accurate accounting information will be returned.

Prior to submitting an amendment request, please confirm both appropriate accounting information and budget availability with your finance manager and/or OMB budget analyst.

What is the fund number for this purchase? 52180

What is the business unit (BU) number for this purchase? 12506000

What is the object account number for this purchase? 502229

I have confirmed with both my department finance manager and/or OMB budget analyst the accuracy of the financial information provided and sufficient fund availability for this request.

Yes

I affirm that I am authorized by the appropriate individuals in my department, including my director or their designee, to submit this amendment request.

Yes

Amendment Request Review

,Reviewed By:	Gary C. Clay	Department:	Human Resources
Contract #:	6518292	Unique ID No.	
Contractor Name:	Cigna Health & Life Insurance Co.	Contract Description:	Group Medical Insurance – Account Based Plan
Amendment No:	2	Amendment Amount:	60,000,000
Recommendation:	Approve		

Review:

This amendment increases the estimated value by \$60,000,000.00 for a revised estimated contract value of \$360,000,000.00 for additional (12) months as requested by Metro

- Amendment has no impact on the scope of the contract.
- Amendment will extend the contract term, Paragraph 2.1, by 12 months to 12/31/2028.
- Amendment will require Council approval as the Contract is longer than (60) months.
- Amendment has no impact on the exhibits

Based on the above, amendment is recommended.



Amendment Request Signature Form

Amendment Number	A2026013
Date Received	August 5, 2025

To Whom It May Concern,

I have read the attached Amendment Request Review and concur with the recommendation contained therein.

Should you have questions, please contact the reviewer or reach out to me directly.

Regards,

Dennis Rowland
Dennis Rowland
Purchasing Agent & Chief Procurement Officer

8/11/2025 | 6:53 AM CDT
Date Signed



Contract Amendment Abstract

Contract Amendment Information

Contract Title: **Group Medical Insurance - Account Based Plan**

Amendment Summary: **Amend heading of the Contract to reference the Solicitation and the response to Solicitation.**

Contract Number: **6518292** Amendment Number: **1** Request Number: **A2025099**

Type of Contract: **IDIQ Contract** **Requires Council Legislation: Yes**

High Risk Contract (Per Finance Department Contract Risk Management Policy): **Yes**

Sexual Harassment Training Required (per BL2018-1281): **Yes**

Contract Start Date: **01/01/2023** Contract Expiration Date: **12/31/2027** Contract Term: **60 Months**

Previous Estimated Contract Life Value: **\$300,000,000.00**

Amendment Value: **\$0.00**

Fund: **52180***

New Estimated Contract Life Value: **\$300,000,000.00**

BU: **12506000***

(* Depending on contract terms, actual expenses may hit across various departmental BUs and Funds at PO Levels)

Payment Terms: **Net 30** Selection Method: **RFP**

Procurement Staff: **Jan Harvey** BAO Staff: **Jeremy Frye**

Procuring Department: **Human Resources**

Department(s) Served: **Metro Wide**

Prime Contractor Information

Prime Contracting Firm: **Cigna Health & Life Insurance Co** ISN#: **2206** Phone #: **860-226-4422**

Address: **900 Cottage Grove Road** City: **Hartford** State: **CT** Zip: **06152**

Prime Contractor is a **Uncertified/Unapproved**: SBE ☐ SDV ☐ MBE ☐ WBE ☐ LGBTBE ☐ (select/check if applicable)

Prime Company Contact: **Aimee Burnham** Email Address: **Aimee.Burnham@evernorth.com**

Prime Contractor Signatory: Aimee Burnham Email Address: **Aimee.Burnham@evernorth.com**

Business Participation for Entire Contract

Small Business and Service Disabled Veteran Business Program: **N/A**

Amount: **N/A**

Percent, if applicable: **N/A**

Equal Business Opportunity Program:

Program Not Applicable

MBE Amount: **N/A**

MBE Percent, if applicable: **N/A**

WBE Amount: **N/A**

WBE Percent, if applicable: **N/A**

Federal Disadvantaged Business Enterprise:

No

Amount: **N/A**

Percent, if applicable: **N/A**

Note: Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring): **No**



**AMENDMENT NUMBER 1 TO CONTRACT NUMBER 6518292
BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND CIGNA HEALTH & LIFE INSURANCE COMPANY**

This Amendment is entered into on the day this document is filed with the Metropolitan Clerk's Office, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (METRO) and CIGNA HEALTH AND LIFE INSURANCE COMPANY located in HARTFORD, CT.

WITNESSETH

WHEREAS, the parties desire to modify the terms and conditions and to add or delete certain other terms and conditions to their original agreement dated JANUARY 1, 2023, Metro Contract numbered 6518292, hereinafter the "CONTRACT", the parties hereby agree as set forth below:

This amendment affects the following changes to the contract:

1. Amend heading of the Contract to reference the Solicitation and the response to Solicitation. The amended clause shall read as follows:

"This contract is initiated by and between The Metropolitan Government of Nashville and Davidson County ("METRO") and Cigna Health and Life Insurance Company ("CONTRACTOR"), located at 900 Cottage Grove Road, Hartford, Connecticut 06152. This contract consists of the following documents:

- Any properly executed contract amendment (most recent with first priority),
- This document and affidavit(s),
- Administrative Services Only Agreement
- Exhibit A - Plan Booklet
- Exhibit B - Services
- Exhibit C - Audit Agreement (Sample)
- Exhibit C1 – Clinical Audit Agreement (Sample)
- Exhibit D – Privacy Addendum
- Exhibit E -Conditional Claim/Subrogation Recovery Services
- Exhibit F – ISA Terms and Conditions
- Appendix A – Pharmacy Benefit Management Services
- Appendix B – Cigna Home Delivery Pharmacy Specialty Drug List
- The solicitation documentation for RFQ# 126220 and affidavit(s) (all made a part of this contract by reference),
- CONTRACTOR's response to the solicitation,
- Purchase orders (and PO Changes),

In the event of conflicting provisions, all documents shall be in the order referenced above."



This amendment shall not be binding upon the parties until it has been signed by the CONTRACTOR and authorized representatives of the Metropolitan Government and filed in the office of the Metropolitan Clerk.

[BALANCE OF PAGE IS INTENTIONALLY LEFT BLANK]

Contract Number 6518292
Amendment Number 1

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY

APPROVED AS TO PROJECT SCOPE:

Shannon Hall JS
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

APPROVED AS TO COMPLIANCE WITH
PROCUREMENT CODE:

Dennis Rowland JLR
Purchasing Agent Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Jenneen Reed/Mall EJ
Director of Finance BA

APPROVED AS TO FORM AND LEGALITY:

Nicki Eke LBJ
Metropolitan Attorney Insurance

Freddie O'Connell KW
Metropolitan Mayor COO

ATTESTED:

Austin Kyle 6/3/2025 | 4:31 PM PDT
Metropolitan Clerk Date

CONTRACTOR

Cigna Health and Life Insurance Company
Company Name

Aimee Burnham
Signature of Company's Contracting Officer

Aimee Burnham
Officer's Name

Duly Authorized Contracutal Unit Manager
Officer's Title



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
11/07/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Philadelphia PA Office 100 North 18th Street 16th Floor Philadelphia PA 19103 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122		FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:		
INSURED The Cigna Group 900 Cottage Grove Road Bloomfield CT 06002 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: ACE American Insurance Company		22667
	INSURER B: Lexington Insurance Company		19437
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 570109319381 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS.

Limits shown as requested									
INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	
	☐	CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
								MED EXP (Any one person)	
								PERSONAL & ADV INJURY	
								GENERAL AGGREGATE	
								PRODUCTS - COMP/OP AGG	
	GEN'L AGGREGATE LIMIT APPLIES PER:								
	☐	POLICY ☐ PRO-JECT ☐ LOC							
	OTHER:								
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	
	☐	ANY AUTO						BODILY INJURY (Per person)	
	☐	OWNED AUTOS ONLY	☐	SCHEDULED AUTOS				BODILY INJURY (Per accident)	
	☐	HIRED AUTOS ONLY	☐	NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB							EACH OCCURRENCE	
	☐	EXCESS LIAB	☐	CLAIMS-MADE				AGGREGATE	
	☐	DED	☐	RETENTION					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER STATUTE	OTH-ER
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH)		☐	N/A				E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE-EA EMPLOYEE	
								E.L. DISEASE-POLICY LIMIT	
B	Cyber Liability				33085874 Security and Privacy Liab	07/01/2024	07/01/2025	Agg-Claims Made	\$15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See attached list of additional Named Insured. RE: Intent to Award Notification for RFQ #126220, Metro Gov't. #3172416, Contract No. 6518292.

CERTIFICATE HOLDER Metropolitan Government of Nashville and Davidson County Attn: Purchasing Agent Metro Courthouse 1 Public Square Nashville TN 37201 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Holder Identifier :

570109319381

Certificate No :



Additional Named Insureds (1 of 2)

ABD Group Inc	Cigna Healthcare of South Carolina, Inc.
Accredo Health Group, Inc.	Cigna HealthCare of St. Louis, Inc.
Accredo Health, Incorporated	Cigna HLA Technology Services LTD
AHG of New York, Inc.	Cigna Insurance Middle East S.A.L.
Airport Holdings, LLC	Cigna International Health Services BVBA
Allegiance Benefit Plan Management, Inc.	Cigna Life Insurance Company of Canada
Allegiance Care Management, LLC	Cigna Life Insurance Company of Europe, Madrid
Allegiance COBRA Services, Inc	Connecticut General Life Insurance Company (CGLIC)
Allegiance Provider Direct, LLC	Cotricity Health Group, PC
Apothecary By Design Acquisition Co LLC	CuraScript, Inc.
AS Acquisition Corp.	Diversified NY IPA, Inc
Ascent Health Services LLC	Diversified Pharmaceutical Services, Inc.
Benefit Management Corp.	DNA Direct, Inc.
Biopartners in Care, Inc.	Econdisc Contracting Solutions, LLC
Care Continuum, Inc.	ESI Canada
CareCore National Group, LLC	ESI GP Canada ULC
CareCore NJ, LLC (dba eviCore healthcare NJ ODS)	ESI GP Holdings, Inc.
CCN NMO, LLC (dba eviCore healthcare IPA)	ESI GP2 Canada ULC
CCN-WYN IPA, LLC (dba eviCore healthcare IPA)	ESI Mail Order Processing, Inc.
Chiro Alliance Corporation	ESI Mail Pharmacy Service, Inc.
Choicelinx Corporation	ESI Partnership
Cigna Arbor Life Insurance Company	ESI Resources, Inc.
CIGNA Corporation	Evernorth Behavioral Care Group of California, P.C.
Cigna Corporation Et Al	Evernorth Behavioral Care Group of Florida, P.A.
Cigna Dental Health of California, Inc.	Evernorth Behavioral Care Group of New Jersey, P.C.
Cigna Dental Health of Colorado, Inc.	Evernorth Behavioral Care Group of New York, P.C.
Cigna Dental Health of Delaware, Inc.	Evernorth Behavioral Health Inc.
Cigna Dental Health of Florida, Inc.	f/k/a Cigna Behavioral Health, Inc.
Cigna Dental Health of Kentucky, Inc.	Evernorth Behavioral Health of California, Inc.
Cigna Dental Health of Maryland, Inc.	f/k/a Cigna Behavioral Health of California, Inc.
Cigna Dental Health of New Jersey, Inc.	Evernorth Behavioral Health of Texas, Inc.
Cigna Dental Health of North Carolina, Inc.	f/k/a Cigna Behavioral Health of Texas, Inc.
Cigna Dental Health of Ohio, Inc.	Evernorth Care Solutions, Inc.
Cigna Dental Health of Pennsylvania, Inc.	Evernorth Direct Health, LLC
Cigna Dental Health of Texas, Inc.	eviCore healthcare MSI, LLC (dba eviCore healthcare)
Cigna Dental Health of Virginia, Inc.	Express Reinsurance Company
Cigna Dental Health Plan of Arizona, Inc.	Express Scripts Administrators LLC
CIGNA EUROPE INSURANCE COMPANY S.A.-N.V.	Express Scripts Canada Co.
Cigna European Services UK Limited (CESL)	Express Scripts Canada Holding Co.
Cigna European Services UK Limited, Barcelona	Express Scripts Canada Holding, LLC
Cigna Global Health Benefits (CGHB)	Express Scripts Canada Services
Cigna Health and Life Insurance Company (CHLIC)	Express Scripts Canada Wholesale
Cigna Health Management Inc.	Express Scripts Holding Company, Inc.
Cigna Healthcare Eastern Technology Services Company Limited	Express Scripts Pharmaceutical Procurement, LLC
CIGNA HEALTHCARE OF CALIFORNIA, INC.	Express Scripts Pharmacy Atlantic, Ltd.
Cigna HealthCare of Connecticut, Inc	Express Scripts Pharmacy Central, Ltd.
Cigna Healthcare of Georgia, Inc.	Express Scripts Pharmacy Ontario, Ltd.
	Express Scripts Pharmacy West, Ltd.

Additional Named Insureds (2 of 2)

Express Scripts Pharmacy, Inc.
Express Scripts Sales Operations, Inc.
Express Scripts Senior Care Holdings, Inc.
Express Scripts Senior Care, Inc.
Express Scripts Services Co.
Express Scripts Specialty Distribution Services, Inc.
Express Scripts Strategic Development, Inc.
Express Scripts Utilization Management Company
Express Scripts, Inc.
Forsyth Health, LLC
Freco, Inc.
Freedom Service Company, LLC
Global Pharmacy LLC
GulfQuest, LP
Healthbridge Reimbursement & Product Support, Inc.
Healthbridge, Inc.
HealthFortis, Inc.
HealthSpring, Inc.
HealthSpring Life & Health Insurance Company, Inc.
HealthSpring of Florida, Inc.
Healy Pharmacy LLC
Innovative Product Alignment, LLC
Inside RX, LLC
Integricare Healthplan of Texas, Inc.
Integrity RX Specialty Pharmacy LLC
Intermountain Underwriters, Inc.
L&C Investments, LLC
Landmark Healthcare Arizona, Inc.
Landmark Healthcare Colorado, Inc.
(dba eviCore healthcare MSK Colorado)
Landmark Healthcare New Jersey, Inc.
Landmark Healthcare New Mexico, Inc.
Landmark Healthcare Services, Inc.
(dba eviCore Healthcare MSK Services)
Landmark Healthcare, Inc.
(dba eviCore healthcare MSK)
Lynnfield Compounding Center, Inc.
Lynnfield Drug, Inc.
MAH Pharmacy, LLC

Matrix GPO, LLC
Matrix Healthcare Services, Inc.
MDLIVE, Inc.
Medco Containment Insurance Company of NY
Medco Containment Life Insurance Company
Medco Europe, LLC
Medco Europe II, LLC
Medco Health Puerto Rico, LLC
Medco Health Services, Inc.
Medco Health Solutions [Ireland] Limited
Medco Health Solutions, Inc.
Medco International Holdings, BV
MedSolutions Holdings, Inc.
MedSolutions Holdings, Inc.
MedSolutions of Texas, Inc.
MedSolutions, Inc. (dba eviCore healthcare)
MHS Holdings, CV
MSI Health Organization of Texas, Inc.
MyM Technology Services, LLC
myMatrixx Holdings, LLC
myMatrixx-B, LLC
New Quest Management of Alabama LLC
QPID Health, Inc.
Palladian Health of Florida, LLC
Palladian Independent Practice Association, LLC
Premerus, Inc.
Priority Healthcare Corporation
Priority Healthcare Distribution, Inc. dba CuraScript
Specialty Distribution
Special Care LLC
SpectraCare Health Care Ventures, Inc.
SpectraCare, Inc.
Strategic Pharmaceutical Investments, LLC
Systemed, LLC
The Vaccine Consortium, LLC
Triad Healthcare, Inc. (dba eviCore healthcare
MSK Services of Connecticut)
Verity Solutions Group, Inc.
Village Fertility Pharmacy LLC



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
11/07/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Philadelphia PA Office 100 North 18th Street 16th Floor Philadelphia PA 19103 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS: <table border="1"> <tr> <th data-bbox="803 472 1388 514">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1388 472 1521 514">NAIC #</th> </tr> <tr> <td data-bbox="803 514 1388 546">INSURER A: ACE American Insurance Company</td> <td data-bbox="1388 514 1521 546">22667</td> </tr> <tr> <td data-bbox="803 546 1388 577">INSURER B: Indemnity Insurance Co of North America</td> <td data-bbox="1388 546 1521 577">43575</td> </tr> <tr> <td data-bbox="803 577 1388 609">INSURER C: Lexington Insurance Company</td> <td data-bbox="1388 577 1521 609">19437</td> </tr> <tr> <td data-bbox="803 609 1388 640">INSURER D: ACE Property & Casualty Insurance Co.</td> <td data-bbox="1388 609 1521 640">20699</td> </tr> <tr> <td data-bbox="803 640 1388 672">INSURER E: American Guarantee & Liability Ins Co</td> <td data-bbox="1388 640 1521 672">26247</td> </tr> <tr> <td data-bbox="803 672 1388 688">INSURER F:</td> <td data-bbox="1388 672 1521 688"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22667	INSURER B: Indemnity Insurance Co of North America	43575	INSURER C: Lexington Insurance Company	19437	INSURER D: ACE Property & Casualty Insurance Co.	20699	INSURER E: American Guarantee & Liability Ins Co	26247	INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: ACE American Insurance Company	22667														
INSURER B: Indemnity Insurance Co of North America	43575														
INSURER C: Lexington Insurance Company	19437														
INSURER D: ACE Property & Casualty Insurance Co.	20699														
INSURER E: American Guarantee & Liability Ins Co	26247														
INSURER F:															
INSURED The Cigna Group 900 Cottage Grove Road Bloomfield CT 06002 USA															

COVERAGES **CERTIFICATE NUMBER:** 570109319376 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																				
A	☒ COMMERCIAL GENERAL LIABILITY <table border="1"> <tr> <td data-bbox="203 871 300 903">CLAIMS-MADE</td> <td data-bbox="349 871 414 903">☒ OCCUR</td> </tr> <tr> <td colspan="2" data-bbox="138 955 479 987">GEN'L AGGREGATE LIMIT APPLIES PER:</td> </tr> <tr> <td data-bbox="138 987 203 1018">☒ POLICY</td> <td data-bbox="251 987 332 1018">☐ PROJECT</td> </tr> <tr> <td colspan="2" data-bbox="138 1018 479 1039">OTHER:</td> </tr> </table>	CLAIMS-MADE	☒ OCCUR	GEN'L AGGREGATE LIMIT APPLIES PER:		☒ POLICY	☐ PROJECT	OTHER:				HD0G47309359 SIR applies per policy terms & conditions	07/01/2024	07/01/2025	<table border="1"> <tr> <td>EACH OCCURRENCE</td> <td>\$2,000,000</td> </tr> <tr> <td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td> <td>\$2,000,000</td> </tr> <tr> <td>MED EXP (Any one person)</td> <td>\$5,000</td> </tr> <tr> <td>PERSONAL & ADV INJURY</td> <td>\$2,000,000</td> </tr> <tr> <td>GENERAL AGGREGATE</td> <td>\$4,000,000</td> </tr> <tr> <td>PRODUCTS - COMP/OP AGG</td> <td>\$2,000,000</td> </tr> </table>	EACH OCCURRENCE	\$2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$2,000,000	MED EXP (Any one person)	\$5,000	PERSONAL & ADV INJURY	\$2,000,000	GENERAL AGGREGATE	\$4,000,000	PRODUCTS - COMP/OP AGG	\$2,000,000
CLAIMS-MADE	☒ OCCUR																										
GEN'L AGGREGATE LIMIT APPLIES PER:																											
☒ POLICY	☐ PROJECT																										
OTHER:																											
EACH OCCURRENCE	\$2,000,000																										
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$2,000,000																										
MED EXP (Any one person)	\$5,000																										
PERSONAL & ADV INJURY	\$2,000,000																										
GENERAL AGGREGATE	\$4,000,000																										
PRODUCTS - COMP/OP AGG	\$2,000,000																										
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			ISA H10702963 SIR applies per policy terms & conditions	07/01/2024	07/01/2025	<table border="1"> <tr> <td>COMBINED SINGLE LIMIT (Ea accident)</td> <td>\$2,000,000</td> </tr> <tr> <td>BODILY INJURY (Per person)</td> <td></td> </tr> <tr> <td>BODILY INJURY (Per accident)</td> <td></td> </tr> <tr> <td>PROPERTY DAMAGE (Per accident)</td> <td></td> </tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000	BODILY INJURY (Per person)		BODILY INJURY (Per accident)		PROPERTY DAMAGE (Per accident)													
COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000																										
BODILY INJURY (Per person)																											
BODILY INJURY (Per accident)																											
PROPERTY DAMAGE (Per accident)																											
D	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ RETENTION \$25,000			XEUG7258448A003 Excludes Pol# #35407110	07/01/2024	07/01/2025	<table border="1"> <tr> <td>EACH OCCURRENCE</td> <td>\$10,000,000</td> </tr> <tr> <td>AGGREGATE</td> <td>\$10,000,000</td> </tr> </table>	EACH OCCURRENCE	\$10,000,000	AGGREGATE	\$10,000,000																
EACH OCCURRENCE	\$10,000,000																										
AGGREGATE	\$10,000,000																										
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ N N/A			WLRC70321609 AOS	07/01/2024	07/01/2025	<table border="1"> <tr> <td>☒ PER STATUTE</td> <td>☐ OTHER</td> <td></td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td></td> <td>\$1,000,000</td> </tr> <tr> <td>E.L. DISEASE-EA EMPLOYEE</td> <td></td> <td>\$1,000,000</td> </tr> <tr> <td>E.L. DISEASE-POLICY LIMIT</td> <td></td> <td>\$1,000,000</td> </tr> </table>	☒ PER STATUTE	☐ OTHER		E.L. EACH ACCIDENT		\$1,000,000	E.L. DISEASE-EA EMPLOYEE		\$1,000,000	E.L. DISEASE-POLICY LIMIT		\$1,000,000								
☒ PER STATUTE	☐ OTHER																										
E.L. EACH ACCIDENT		\$1,000,000																									
E.L. DISEASE-EA EMPLOYEE		\$1,000,000																									
E.L. DISEASE-POLICY LIMIT		\$1,000,000																									
c	Managed Care Liability			33085874 Managed Care E&O SIR applies per policy terms & conditions	07/01/2024	07/01/2025	<table border="1"> <tr> <td>Agg-Claims Made</td> <td>\$15,000,000</td> </tr> </table>	Agg-Claims Made	\$15,000,000																		
Agg-Claims Made	\$15,000,000																										

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 See the attached list of additional Named Insureds. The Products Liability policy #35407110 evidenced on this certificate is a claims made policy. RE: Intent to Award Notification for RFQ #126220, Metro Gov't. #3172416, Contract No. 6518292. Metropolitan Government of Nashville and Davidson County, its officials, officers, employees and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies, where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Metropolitan Government of Nashville and Davidson County Attn: Purchasing Agent Metro Courthouse 1 Public Square Nashville TN 37201 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>
---	---

Holder Identifier :

Certificate No : 570109319376



AGENCY CUSTOMER ID: 10042023
LOC #:



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED The Cigna Group	
POLICY NUMBER See Certificate Number: 570109319376			
CARRIER See Certificate Number: 570109319376	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES	If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.
---------------------	--

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	EXCESS LIABILITY							
E				AXF967096616	07/01/2024	07/01/2025	Aggregate	\$5,000,000
							Each Occurrence	\$5,000,000
	OTHER							
C	Products Liability			35407110 Express Scripts Only	07/01/2024	07/01/2025	Comp/Op Agg	\$4,000,000

Additional Named Insureds (1 of 2)

ABD Group Inc	Cigna Healthcare of South Carolina, Inc.
Accredo Health Group, Inc.	Cigna HealthCare of St. Louis, Inc.
Accredo Health, Incorporated	Cigna HLA Technology Services LTD
AHG of New York, Inc.	Cigna Insurance Middle East S.A.L.
Airport Holdings, LLC	Cigna International Health Services BVBA
Allegiance Benefit Plan Management, Inc.	Cigna Life Insurance Company of Canada
Allegiance Care Management, LLC	Cigna Life Insurance Company of Europe, Madrid
Allegiance COBRA Services, Inc	Connecticut General Life Insurance Company (CGLIC)
Allegiance Provider Direct, LLC	Cotricity Health Group, PC
Apothecary By Design Acquisition Co LLC	CuraScript, Inc.
AS Acquisition Corp.	Diversified NY IPA, Inc
Ascent Health Services LLC	Diversified Pharmaceutical Services, Inc.
Benefit Management Corp.	DNA Direct, Inc.
Biopartners in Care, Inc.	Econdisc Contracting Solutions, LLC
Care Continuum, Inc.	ESI Canada
CareCore National Group, LLC	ESI GP Canada ULC
CareCore NJ, LLC (dba eviCore healthcare NJ ODS)	ESI GP Holdings, Inc.
CCN NMO, LLC (dba eviCore healthcare IPA)	ESI GP2 Canada ULC
CCN-WYN IPA, LLC (dba eviCore healthcare IPA)	ESI Mail Order Processing, Inc.
Chiro Alliance Corporation	ESI Mail Pharmacy Service, Inc.
Choicelinx Corporation	ESI Partnership
Cigna Arbor Life Insurance Company	ESI Resources, Inc.
CIGNA Corporation	Evernorth Behavioral Care Group of California, P.C.
Cigna Corporation Et Al	Evernorth Behavioral Care Group of Florida, P.A.
Cigna Dental Health of California, Inc.	Evernorth Behavioral Care Group of New Jersey, P.C.
Cigna Dental Health of Colorado, Inc.	Evernorth Behavioral Care Group of New York, P.C.
Cigna Dental Health of Delaware, Inc.	Evernorth Behavioral Health Inc.
Cigna Dental Health of Florida, Inc.	f/k/a Cigna Behavioral Health, Inc.
Cigna Dental Health of Kentucky, Inc.	Evernorth Behavioral Health of California, Inc.
Cigna Dental Health of Maryland, Inc.	f/k/a Cigna Behavioral Health of California, Inc.
Cigna Dental Health of New Jersey, Inc.	Evernorth Behavioral Health of Texas, Inc.
Cigna Dental Health of North Carolina, Inc.	f/k/a Cigna Behavioral Health of Texas, Inc.
Cigna Dental Health of Ohio, Inc.	Evernorth Care Solutions, Inc.
Cigna Dental Health of Pennsylvania, Inc.	Evernorth Direct Health, LLC
Cigna Dental Health of Texas, Inc.	eviCore healthcare MSI, LLC (dba eviCore healthcare)
Cigna Dental Health of Virginia, Inc.	Express Reinsurance Company
Cigna Dental Health Plan of Arizona, Inc.	Express Scripts Administrators LLC
CIGNA EUROPE INSURANCE COMPANY S.A.-N.V.	Express Scripts Canada Co.
Cigna European Services UK Limited (CESL)	Express Scripts Canada Holding Co.
Cigna European Services UK Limited, Barcelona	Express Scripts Canada Holding, LLC
Cigna Global Health Benefits (CGHB)	Express Scripts Canada Services
Cigna Health and Life Insurance Company (CHLIC)	Express Scripts Canada Wholesale
Cigna Health Management Inc.	Express Scripts Holding Company, Inc.
Cigna Healthcare Eastern Technology Services Company Limited	Express Scripts Pharmaceutical Procurement, LLC
CIGNA HEALTHCARE OF CALIFORNIA, INC.	Express Scripts Pharmacy Atlantic, Ltd.
Cigna HealthCare of Connecticut, Inc	Express Scripts Pharmacy Central, Ltd.
Cigna Healthcare of Georgia, Inc.	Express Scripts Pharmacy Ontario, Ltd.
	Express Scripts Pharmacy West, Ltd.

Additional Named Insureds (2 of 2)

Express Scripts Pharmacy, Inc.
 Express Scripts Sales Operations, Inc.
 Express Scripts Senior Care Holdings, Inc.
 Express Scripts Senior Care, Inc.
 Express Scripts Services Co.
 Express Scripts Specialty Distribution Services, Inc.
 Express Scripts Strategic Development, Inc.
 Express Scripts Utilization Management Company
 Express Scripts, Inc.
 Forsyth Health, LLC
 Freco, Inc.
 Freedom Service Company, LLC
 Global Pharmacy LLC
 GulfQuest, LP
 Healthbridge Reimbursement & Product Support, Inc.
 Healthbridge, Inc.
 HealthFortis, Inc.
 HealthSpring, Inc.
 HealthSpring Life & Health Insurance Company, Inc.
 HealthSpring of Florida, Inc.
 Healy Pharmacy LLC
 Innovative Product Alignment, LLC
 Inside RX, LLC
 Integricare Healthplan of Texas, Inc.
 Integrity RX Specialty Pharmacy LLC
 Intermountain Underwriters, Inc.
 L&C Investments, LLC
 Landmark Healthcare Arizona, Inc.
 Landmark Healthcare Colorado, Inc.
 (dba eviCore healthcare MSK Colorado)
 Landmark Healthcare New Jersey, Inc.
 Landmark Healthcare New Mexico, Inc.
 Landmark Healthcare Services, Inc.
 (dba eviCore Healthcare MSK Services)
 Landmark Healthcare, Inc.
 (dba eviCore healthcare MSK)
 Lynnfield Compounding Center, Inc.
 Lynnfield Drug, Inc.
 MAH Pharmacy, LLC

Matrix GPO, LLC
 Matrix Healthcare Services, Inc.
 MDLIVE, Inc.
 Medco Containment Insurance Company of NY
 Medco Containment Life Insurance Company
 Medco Europe, LLC
 Medco Europe II, LLC
 Medco Health Puerto Rico, LLC
 Medco Health Services, Inc.
 Medco Health Solutions [Ireland] Limited
 Medco Health Solutions, Inc.
 Medco International Holdings, BV
 MedSolutions Holdings, Inc.
 MedSolutions Holdings, Inc.
 MedSolutions of Texas, Inc.
 MedSolutions, Inc. (dba eviCore healthcare)
 MHS Holdings, CV
 MSI Health Organization of Texas, Inc.
 MyM Technology Services, LLC
 myMatrixx Holdings, LLC
 myMatrixx-B, LLC
 New Quest Management of Alabama LLC
 QPID Health, Inc.
 Palladian Health of Florida, LLC
 Palladian Independent Practice Association, LLC
 Premerus, Inc.
 Priority Healthcare Corporation
 Priority Healthcare Distribution, Inc. dba CuraScript
 Specialty Distribution
 Special Care LLC
 SpectraCare Health Care Ventures, Inc.
 SpectraCare, Inc.
 Strategic Pharmaceutical Investments, LLC
 Systemed, LLC
 The Vaccine Consortium, LLC
 Triad Healthcare, Inc. (dba eviCore healthcare
 MSK Services of Connecticut)
 Verity Solutions Group, Inc.
 Village Fertility Pharmacy LLC

POLICY NUMBER: HDO G47309359

Endorsement Number: 58

**COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you are performing ongoing operations for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we

will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: HDO G47309359

Endorsement Number: 56

**COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you perform work for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

ADDITIONAL INSURED – DESIGNATED PERSONS OR ORGANIZATIONS

Named Insured The Cigna Group			Endorsement Number 4
Policy Symbol ISA	Policy Number H10702963	Policy Period 07/01/2024 TO 07/01/2025	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered “auto,” Who Is Insured is amended to include as an “insured,” the persons or organizations named in this endorsement. However, these persons or organizations are an “insured” only for “bodily injury” or “property damage” resulting from acts or omissions of:
1. You.
 2. Any of your “employees” or agents.
 3. Any person operating a covered “auto” with permission from you, any of your “employees” or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

Authorized Representative

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA LLC 30 South 17th Street Philadelphia, PA 19103 Attn: Healthcare.AccountsCSS@marsh.com FAX: 212-948-1307 CN121292831-PRIM-CRIME-24-25	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : National Union Fire Insurance Co. of Pittsburgh, PA INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED THE CIGNA GROUP 900 COTTAGE GROVE ROAD BLOOMFIELD, CT 06002	NAIC # 19445

COVERAGES

CERTIFICATE NUMBER: CLE-007296736-01

REVISION NUMBER: 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	CRIME / FIDELITY			04-840-42-21	04/30/2024	04/30/2025	LIMIT 5,000,000 DEDUCTIBLE 2,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: RFP #126220, METRO GOV'T. #3172416
THIS CERTIFICATE SUPERCEDES ANY PREVIOUS ISSUED CERTIFICATES.

CERTIFICATE HOLDER PURCHASING AGENT METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY METRO COURTHOUSE NASHVILLE, TN 37201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA LLC</i>
--	--

AGENCY CUSTOMER ID: CN121292831
LOC #: Philadelphia



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA LLC		NAMED INSURED THE CIGNA GROUP 900 COTTAGE GROVE ROAD BLOOMFIELD, CT 06002
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

"IF EVIDENCE OF COVERAGE IS NO LONGER REQUIRED, KINDLY RETURN THE CERTIFICATE MARKED "NO LONGER REQUIRED", AND WE WILL ADJUST OUR FILES ACCORDINGLY."



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA LLC 30 South 17th Street Philadelphia, PA 19103 Attn: Healthcare.AccountsCSS@marsh.com FAX: 212-948-1307 CN121292831-5M-CRIME-25-26	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL: ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : National Union Fire Insurance Co. of Pittsburgh, PA</td> <td>19445</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Union Fire Insurance Co. of Pittsburgh, PA	19445	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : National Union Fire Insurance Co. of Pittsburgh, PA	19445														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED THE CIGNA GROUP 900 COTTAGE GROVE ROAD BLOOMFIELD, CT 06002															

COVERAGES**CERTIFICATE NUMBER:**

CLE-007296736-02

REVISION NUMBER: 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG OTHER:
	☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						\$ \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						\$ \$ \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ N	N / A				PER STATUTE E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	CRIME / FIDELITY			01-217-75-97	04/30/2025	04/30/2026	LIMIT DEDUCTIBLE
							5,000,000 2,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RFP #126220, METRO GOV'T. #3172416

THIS CERTIFICATE SUPERCEDES ANY PREVIOUS ISSUED CERTIFICATES.

CERTIFICATE HOLDER**CANCELLATION**

PURCHASING AGENT METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY METRO COURTHOUSE NASHVILLE, TN 37201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA LLC</i>
---	---

© 1988-2016 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: CN121292831

LOC #: Philadelphia



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA LLC		NAMED INSURED THE CIGNA GROUP 900 COTTAGE GROVE ROAD BLOOMFIELD, CT 06002
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

"IF EVIDENCE OF COVERAGE IS NO LONGER REQUIRED, KINDLY RETURN THE CERTIFICATE MARKED "NO LONGER REQUIRED", AND WE WILL ADJUST OUR FILES ACCORDINGLY."



Certificate Of Completion

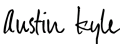
Envelope Id: B709C967-F4DE-4A33-81A3-AA446339CA04		Status: Completed
Subject: Metro Contract 6518292 Amendment 1 with Cigna Health and Life Insurance Co (Human Resources)		
Source Envelope:		
Document Pages: 19	Signatures: 7	Envelope Originator: Procurement Resource Group 730 2nd Ave. South 1st Floor Nashville, TN 37219 prg@nashville.gov IP Address: 10.101.81.137
Certificate Pages: 17	Initials: 5	
AutoNav: Enabled		
Envelopeld Stamping: Enabled		
Time Zone: (UTC-06:00) Central Time (US & Canada)		

Record Tracking

Status: Original	Holder: Procurement Resource Group	Location: DocuSign
4/29/2025 8:18:30 AM	prg@nashville.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Metropolitan Government of Nashville and Davidson County	Location: Docusign

Signer Events	Signature	Timestamp
Terri L. Ray		Sent: 4/29/2025 8:20:56 AM
Terri.Ray@nashville.gov		Viewed: 4/29/2025 8:21:30 AM
Finance Manager		Signed: 4/29/2025 8:21:50 AM
Metropolitan Government of Nashville and Davidson County		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Justin Stack		Sent: 4/29/2025 8:21:54 AM
justin.stack@nashville.gov		Resent: 5/28/2025 8:31:01 AM
Security Level: Email, Account Authentication (None)		Viewed: 5/28/2025 8:57:44 AM
		Signed: 5/28/2025 8:59:17 AM
Electronic Record and Signature Disclosure: Accepted: 5/28/2025 8:57:44 AM ID: 396fb27c-08a4-46e1-af74-f8d7119d4118	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.191	
Elizabeth Jefferson		Sent: 5/28/2025 8:59:21 AM
elizabeth.jefferson@nashville.gov		Viewed: 5/28/2025 4:20:01 PM
Security Level: Email, Account Authentication (None)		Signed: 5/28/2025 4:21:56 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	
Aimee Burnham		Sent: 5/28/2025 4:22:00 PM
aimee.burnham@cigna.com		Viewed: 5/29/2025 7:22:41 AM
Duly Authorized Contracutal Unit Manager		Signed: 5/29/2025 11:24:09 AM
Cigna Health and Life Insurance Company		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:	Signature Adoption: Pre-selected Style Using IP Address: 136.226.74.180	

Signer Events	Signature	Timestamp
Accepted: 5/29/2025 7:22:41 AM ID: bb69ee07-a1fa-40e7-a402-fc84c1592d34		
Dennis Rowland dennis.rowland@nashville.gov Purchasing Agent & Chief Procurement Officer Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 174.212.161.207 Signed using mobile	Sent: 5/29/2025 11:24:13 AM Viewed: 5/29/2025 11:35:39 AM Signed: 5/29/2025 11:35:48 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Shannon Hall shannon.hall@nashville.gov HR Director Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.190	Sent: 5/29/2025 11:35:53 AM Viewed: 5/29/2025 1:14:20 PM Signed: 5/29/2025 1:14:28 PM
Electronic Record and Signature Disclosure: Accepted: 5/29/2025 1:14:20 PM ID: db2ae88b-9af9-40dc-9834-19e6df1e26e2		
Jenneen Reed/MAL michelle.lane@nashville.gov Deputy Director of Finance Metro Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 5/29/2025 1:14:31 PM Viewed: 6/2/2025 9:20:27 PM Signed: 6/2/2025 9:20:39 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)	Completed Using IP Address: 170.190.198.100	Sent: 6/2/2025 9:20:44 PM Viewed: 6/3/2025 10:18:04 AM Signed: 6/3/2025 10:22:00 AM
Electronic Record and Signature Disclosure: Accepted: 6/3/2025 10:18:04 AM ID: d68691c2-83fb-433f-aa75-c694e4c6e2e8		
Lora Fox lora.fox@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 6/3/2025 10:22:07 AM Resent: 6/3/2025 11:27:13 AM Viewed: 6/3/2025 12:46:54 PM Signed: 6/3/2025 12:47:34 PM
Electronic Record and Signature Disclosure: Accepted: 6/3/2025 12:46:54 PM ID: 8096c35b-82f1-4ecc-9900-35e615a50260		
Nicki Eke nicki.eke@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 6/3/2025 12:47:38 PM Viewed: 6/3/2025 4:59:38 PM Signed: 6/3/2025 5:01:17 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 6/3/2025 4:59:38 PM ID: db4a89a5-951c-4c68-bc48-44c44d3f59c2		
Kristin Wilson Kristin.Wilson@Nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100	Sent: 6/3/2025 5:01:23 PM Viewed: 6/3/2025 5:27:39 PM Signed: 6/3/2025 5:27:56 PM
Electronic Record and Signature Disclosure: Accepted: 6/3/2025 5:27:39 PM ID: 85625c99-459f-49ad-91fc-d2fa95ed1543		
Freddie O'Connell Mayor@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100	Sent: 6/3/2025 5:28:03 PM Viewed: 6/3/2025 6:21:06 PM Signed: 6/3/2025 6:21:15 PM
Electronic Record and Signature Disclosure: Accepted: 6/3/2025 6:21:06 PM ID: e2f389c1-22e0-4985-98e9-4eaf97028afc		
Austin Kyle publicrecords@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100	Sent: 6/3/2025 6:21:22 PM Viewed: 6/3/2025 6:31:22 PM Signed: 6/3/2025 6:31:28 PM
Electronic Record and Signature Disclosure: Accepted: 6/3/2025 6:31:22 PM ID: 83988377-8ba2-46cb-b594-104ab334976c		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Jan Harvey jan.harvey@nashville.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 4/29/2025 8:20:56 AM
Electronic Record and Signature Disclosure: Accepted: 12/26/2024 8:21:48 AM ID: 88a63cb9-f17f-4db1-903a-4524f2faf6d7		
Jeremy Frye jeremy.frye@nashville.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 6/3/2025 6:31:32 PM Viewed: 6/4/2025 9:11:31 AM
Electronic Record and Signature Disclosure:		

Carbon Copy Events	Status	Timestamp
Accepted: 5/15/2025 2:51:09 PM ID: c46a1fd4-d24f-4900-99da-29d795e5815f		
Jau'Nae Wilkins jaunae.wilkins@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 5/27/2025 9:38:13 AM ID: 3db79d0f-2fde-4e6d-8fe2-1095e8ceb7db	COPIED	Sent: 6/3/2025 6:31:33 PM
Amber Gardner amber.gardner@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign	COPIED	Sent: 6/3/2025 6:31:35 PM
Ginger Hall ginger.hall@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 1/29/2025 1:08:57 PM ID: 85bb6f83-19cb-432e-b463-ad35fe9d3e65	COPIED	Sent: 6/3/2025 6:31:36 PM
Balogun Cobb balogun.cobb@nashville.gov Insurance Division Manager Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 5/28/2025 11:28:03 AM ID: b5fc553d-8dd0-4206-9559-640cc61043f7	COPIED	Sent: 6/3/2025 6:31:37 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/29/2025 8:20:56 AM
Envelope Updated	Security Checked	5/28/2025 8:31:00 AM
Envelope Updated	Security Checked	5/28/2025 8:31:00 AM
Envelope Updated	Security Checked	5/28/2025 8:31:00 AM
Envelope Updated	Security Checked	5/28/2025 8:31:00 AM
Envelope Updated	Security Checked	6/3/2025 11:27:12 AM
Envelope Updated	Security Checked	6/3/2025 11:27:12 AM
Envelope Updated	Security Checked	6/3/2025 11:27:12 AM
Certified Delivered	Security Checked	6/3/2025 6:31:22 PM
Signing Complete	Security Checked	6/3/2025 6:31:28 PM
Completed	Security Checked	6/3/2025 6:31:37 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

1. **ACCEPTANCE OF TERMS AND CONDITIONS** These Terms and Conditions govern your ("Subscriber" or "you") use of DocuSign's on-demand electronic signature service (the "Subscription Service"), as accessed either directly through DocuSign.com, DocuSign.net, or through a DocuSign affiliate's web page offering a Service Plan (collectively, the "Site"). By depositing any document into the System (as defined below), you accept these Terms and Conditions (including your corresponding Service Plan, the DocuSign.com Terms of Use, and all policies and guidelines referenced and hereby incorporated into these Terms and Conditions) and any modifications that may be made to the Terms and Conditions from time to time. If you do not agree to these Terms and Conditions, you should not use the Subscription Service or visit or browse the Site. These Terms and Conditions constitute a binding legal agreement between you and DocuSign, Inc. ("DocuSign," "we," "us," and "our"). Please read them carefully and print a copy for your future reference.

2. **MODIFICATION OF TERMS AND CONDITIONS** We reserve the right to modify these Terms and Conditions at any time and in any manner at our sole discretion by: (a) posting a revision on the Site; or (b) sending information regarding the amendment to the email address you provide to us. **YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE SITE TO OBTAIN TIMELY NOTICE OF ANY AMENDMENTS. YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH AMENDMENTS BY CONTINUING TO USE THE SUBSCRIPTION SERVICE FOR MORE THAN 20 DAYS AFTER SUCH AMENDMENTS HAVE BEEN POSTED OR INFORMATION REGARDING SUCH AMENDMENTS HAS BEEN SENT TO YOU.** You agree that we shall not be liable to you or to any third party for any modification of the Terms and Conditions.

3. **DEFINITIONS** "Account" means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service. "Authorized User" means any employee or agent of Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register, access or use the Subscription Service as the same Authorized User. "Contract" refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for processing using the Subscription Service. "Envelope" means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System. "Seat" means an active Authorized User listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased. "Service Plan" means the right to access and use the Subscription Service for a specified period in exchange for a periodic fee, subject to the Service Plan restrictions and requirements that are used to describe the selected Service Plan on the Site. Restrictions and requirements may include any or all of the following: (a) number of Seats and/or Envelopes that a Subscriber may use in a month or year for a fee; (b) fee for sent Envelopes in excess of the number of Envelopes allocated to Subscriber under the Service Plan; (c) per-seat or per-user restrictions; (d) the license to use DocuSign software products such as DocuSign Connect Express in connection with the Subscription Service; and (e) per use fees. "Specifications" means the technical specifications set forth in the "Subscription Service Specifications" available at <http://docuSign.com/company/specifications>. "Subscription Service" means DocuSign's on-demand electronic signature service, as updated from time

to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. "System" refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. "Term" means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. "Transaction Data" means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service.

4. SUBSCRIPTION SERVICE During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSign's provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following: (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract; (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents; (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers ("Authentication Measures"), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure; (d) Certain types of agreements and documents may be excepted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures; (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriber's eContracts or other documents to any third parties; (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any

particular transaction involves a “consumer”? (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any “consumer” is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization.

5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term “unsolicited mass mailings” includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for “Commercial Electronic Mail Messages” under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply.

6. PRICING AND PER USE PURCHASES The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional services, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

7. SUBSCRIBER SUPPORT DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

8. STORAGE DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11.

DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

Conditions. 12. TERM AND TERMINATION The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the "Term"). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a "Renewal Term"), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. SUBSCRIBER WARRANTIES You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. DOCUSIGN WARRANTIES DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber

and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service will be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any DocuSign Products that are software shall be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Â§Â§ 7001 et seq. (the "ESIGN Act") to E-SIGN Act; (e) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract involving a consumer will be sufficient under the E-SIGN Act to support the validity of such formation, to the extent provided in the E-SIGN Act, so long as and provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 4.(f) and (g) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of eContracts and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Subscriber Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act.

15. DISCLAIMER OF WARRANTIES EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN SECTION 14 OF THESE TERMS AND CONDITIONS, THE SUBSCRIPTION SERVICE AND THE SITE ARE PROVIDED "AS IS," AND DOCUSIGN: (a) MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (b) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (c) DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE OR SITE ARE OR WILL BE ERROR-FREE, WILL MEET SUBSCRIBER'S REQUIREMENTS, OR BE TIMELY OR SECURE. SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE USE OF THE SUBSCRIPTION SERVICE OR SITE. SUBSCRIBER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DOCUSIGN TO ANY THIRD PARTY. USE OF THE SUBSCRIPTION SERVICE AND SITE ARE AT YOUR SOLE RISK. Because some states and jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to you. In that event, such warranties are limited to the minimum warranty period allowed by the applicable law.

16. SUBSCRIBER INDEMNIFICATION OBLIGATIONS You will defend, indemnify, and hold us, our affiliates, officers, directors, employees, suppliers, consultants, and agents harmless from any and all third party claims, liability, damages, and costs (including, but not limited to, attorneys' fees) arising from or related to: (a) your use of the Subscription Service; (b) your violation of these Terms and Conditions; (c) your infringement, or infringement by any other user of your Account, of any intellectual property or other right of any person or entity; or (d) the nature and content of all materials, works, data, statements, and other visual, graphical, written, or audible communications of any nature submitted by any Authorized User of your Account or otherwise processed through your Account.

17. LIMITATIONS OF LIABILITY NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS AND CONDITIONS, DOCUSIGN WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO SUBSCRIBER

FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. UNDER NO CIRCUMSTANCES WILL DOCUSIGN'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OR SUBSCRIBER'S USE OF THE SUBSCRIPTION SERVICE (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY SUBSCRIBER TO DOCUSIGN UNDER THESE TERMS AND CONDITIONS DURING THE 3 MONTHS PRECEDING THE DATE OF THE ACTION OR CLAIM. EACH PROVISION OF THESE TERMS AND CONDITIONS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES REPRESENTS AN AGREED ALLOCATION OF THE RISKS OF THESE TERMS AND CONDITIONS BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY DOCUSIGN TO SUBSCRIBER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS AND CONDITIONS, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE WARRANTIES IN THESE TERMS AND CONDITIONS HAVE FAILED OF THEIR ESSENTIAL PURPOSE. Because some states and jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation may not apply to you.

18. CONFIDENTIALITY – "Confidential Information" means any trade secrets or other information of DocuSign, whether of a technical, business, or other nature (including, without limitation, DocuSign software and related information), that is disclosed to or made available to Subscriber. Confidential Information does not include any information that: (a) was known to Subscriber prior to receiving it from DocuSign; (b) is independently developed by Subscriber without use of or reference to any Confidential Information; (c) is acquired by Subscriber from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of Subscriber. During and after the Term of these Terms and Conditions, Subscriber will: (i) use the Confidential Information solely for the purpose for which it is provided; (ii) not disclose such Confidential Information to a third party; and (iii) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature. If Subscriber is required by law to disclose the Confidential Information or the terms of these Terms and Conditions, Subscriber must give prompt written notice of such requirement before such disclosure and assist the DocuSign in obtaining an order protecting the Confidential Information from public disclosure. Subscriber acknowledges that, as between the parties, all Confidential Information it receives from DocuSign, including all copies thereof in Subscriber's possession or control, in any media, is proprietary to and exclusively owned by DocuSign. Nothing in these Terms and Conditions grants Subscriber any right, title, or interest in or to any of the Confidential Information. Subscriber's incorporation of the Confidential Information into any of its own materials shall not render Confidential Information non-confidential. Subscriber acknowledges that any actual or threatened violation of this confidentiality provision may cause

irreparable, non-monetary injury to the disclosing party, the extent of which may be difficult to ascertain, and therefore agrees that DocuSign shall be entitled to seek injunctive relief in addition to all remedies available to DocuSign at law and/or in equity. Absent written consent of DocuSign, the burden of proving that the Confidential Information is not, or is no longer, confidential or a trade secret shall be on Subscriber.

19. PRIVACY Personal information provided or collected through or in connection with this Site shall only be used in accordance with DocuSign's Privacy Policy and these Terms and Conditions are subject to the Privacy Policy on DocuSign's website which sets forth the terms and conditions governing DocuSign's collection and use of personal information from Authorized Users that is gathered through the Site.

20. ACCESS LIMITS Your use of the Site is at all times governed by our website Terms of which is the owner of various intellectual property and technology rights associated with the Subscription Service, its document management, digital signature, and notary system, including patent, copyright, trade secret, and trademark and service mark rights. Except for the rights expressly granted in these Terms and Conditions, DocuSign does not transfer to Subscriber of any Authorized User any of DocuSign's technology or other intellectual property or technology rights. All right, title, and interest in and to DocuSign's technology and intellectual property will remain solely with the DocuSign. Subscriber agrees that it will not, directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from the Subscription Service or DocuSign's technology. DocuSign agrees that data and information provided by Subscriber under these Terms and Conditions shall remain, as between Subscriber and DocuSign, owned by Subscriber. DocuSign hereby grants to users and licensees of its products and services a limited, revocable, nonexclusive and nontransferable right to use DocuSign's regular trade names, trademarks, titles and logos ("Licensed Marks") solely for purposes of identifying DocuSign's products and services. Details of this trademark license are available at: <http://www.docusign.com/IP>.

22. FEEDBACK By submitting feedback to DocuSign: (a) Subscriber automatically grants to DocuSign a perpetual, irrevocable, transferable, royalty-free license to use Subscriber's feedback for any and all purposes without any compensation to Subscriber; and (b) Subscriber agrees that it will not publish, submit, or display feedback submitted by Subscriber or its Authorized Users to or on any other web site or in any other publicly accessible forum without DocuSign's prior written consent.

23. GENERAL Subscriber acknowledges that the Subscription Service and any related products, information, documentation, software, technology, technical data, and any derivatives thereof, that DocuSign makes available to its Subscribers (collectively "Excluded Data"), is subject to export control laws and regulations of the United States and other jurisdictions (collectively "Export Laws"). Subscriber represents and warrants that: (i) it is not located in, under the control of, or a national or resident of an embargoed country or prohibited end user under Export Laws; and (ii) it will not access, download, use, export or re-export, directly or indirectly, the Excluded Data to any location, entity, government or person prohibited by export laws, without first complying with all Export Laws that may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction it operates or does business. Subscriber is solely responsible for complying with Export Laws for all Excluded Data and any of its content transmitted through the Subscription Service. Subscriber shall advise DocuSign in the event the Excluded Data requires DocuSign to obtain additional licenses, permits and/or approvals from any government in the jurisdiction where Subscriber intends to use the Subscription Service. Upon being advised of such a requirement, DocuSign may at its sole discretion: (a) terminate

Subscriber's Account; (b) obtain such licenses, permits, and/or approvals as may be required; or (c) modify these Terms and Conditions such that additional licenses, permits, and/or approvals are no longer required to be obtained by DocuSign. The Subscription Service will be accessed and delivered via the internet. Subscriber is responsible for obtaining the necessary equipment and internet connection in order to access and use the Subscription Service. In order to fully utilize the Subscription Service, Subscriber will need to maintain certain minimum hardware and software requirements. These requirements are set forth in the Specifications. DocuSign will be and act as an independent contractor (and not as the agent or representative of Subscriber) in the performance of these Terms and Conditions. These Terms and Conditions will not be interpreted or construed as: (a) creating or evidencing any association, joint venture, partnership, or franchise between the parties; (b) imposing any partnership or franchise obligation or liability on either party; (c) prohibiting or restricting either party's performance of any services for any third party; or (d) establishing or as a foundation for any rights or remedies for any third party, whether as a third party beneficiary or otherwise. Subscriber must not represent to anyone that Subscriber is an agent of DocuSign or is otherwise authorized to bind or commit DocuSign in any way without DocuSign's prior authorization. Subscriber may not assign its rights, duties, or obligations under these Terms and Conditions without DocuSign's prior written consent. If consent is given, these Terms and Conditions will bind Subscriber's successors and assigns. Any attempt by Subscriber to transfer its rights, duties, or obligations under these Terms and Conditions except as expressly provided in these Terms and Conditions is void. DocuSign may freely assign its rights, duties, and obligations under these Terms and Conditions. DocuSign may utilize a subcontractor or other third party to perform its duties under these Terms and Conditions so long as: (a) DocuSign shall not be relieved of any responsibilities or obligations under these Terms and Conditions that are performed by the subcontractor or third party; and (b) DocuSign shall remain Subscriber's sole point of contact and sole contracting party. We may provide, or third parties may provide, links to other Web sites or resources that are beyond our control. We make no representations as to the quality, suitability, functionality, or legality of any sites to which links may be provided, and you hereby waive any claim you might have against us with respect to such sites. **DOCUSIGN IS NOT RESPONSIBLE FOR THE CONTENT ON THE INTERNET OR WEB PAGES THAT ARE CONTAINED OUTSIDE THE SITE.** Your correspondence or business dealings with, or participation in promotions of, advertisers or partners found on or through the Site, including payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such advertiser or partner. You agree that we are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers or partners on the Site. Any notice required or permitted to be given in accordance with these Terms and Conditions will be effective if it is in writing and sent using the certified delivery function of the Subscription Service, by email, certified or registered mail, or insured courier, return receipt requested, to the appropriate party at the address set forth in Subscriber's registration information for Subscriber or on the Site for DocuSign. Either party may change its address for receipt of notice by notice to the other party in accordance with this Section. Notices are deemed given upon receipt if delivered using the Subscription Service or email, two business days following the date of mailing, or one business day following delivery to a courier. Written notification to terminate an Account shall be sent by email to support@docuSign.com from the Subscriber's email address set forth in Subscriber's registration information for Subscriber, or by calling

1.866.219.4318. Neither party will be liable for, or be considered to be in breach of or default on account of, any delay or failure to perform as required by these Terms and Conditions as a result of any cause or condition beyond such party's reasonable control, so long as such party uses all commercially reasonable efforts to avoid or remove such causes of non-performance or delay. These Terms and Conditions are governed in all respects by the laws of the State of Washington as such laws are applied to agreements entered into and to be performed entirely within Washington between Washington residents. Any controversy or claim arising out of or relating to these Terms and Conditions, the Hosted Service, or the Site will be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration will be conducted in King County, Washington, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. The award of the arbitrator shall be final and binding upon the parties without appeal or review except as permitted by Washington law. Notwithstanding the foregoing, either party may seek any interim or preliminary injunctive relief from any court of competent jurisdiction, as necessary to protect the party's rights or property pending the completion of arbitration. By using the Site or the Subscription Service, you consent and submit to the exclusive jurisdiction and venue of the state and federal courts located in King County, Washington. Any legal action by Subscriber arising under these Terms and Conditions must be initiated within two years after the cause of action arises. The waiver by either party of any breach of any provision of these Terms and Conditions does not waive any other breach. The failure of any party to insist on strict performance of any covenant or obligation in accordance with these Terms and Conditions will not be a waiver of such party's right to demand strict compliance in the future, nor will the same be construed as a novation of these Terms and Conditions. If any part of these Terms and Conditions is found to be illegal, unenforceable, or invalid, the remaining portions of these Terms and Conditions will remain in full force and effect. If any material limitation or restriction on the grant of any license to Subscriber under these Terms and Conditions is found to be illegal, unenforceable, or invalid, the license will immediately terminate. Except as set forth in Section 2 of these Terms and Conditions, these Terms and Conditions may not be amended except in writing signed by both you and us. In the event that we make such a change that has a material adverse impact on your rights or use of the Service, you may terminate these Terms and Conditions by giving us notice within 20 days of the date we notify you, and you will not be charged any cancellation fee. These Terms and Conditions are the final and complete expression of the agreement between these parties regarding the Subscription Service. These Terms and Conditions supersede, and the terms of these Terms and Conditions govern, all previous oral and written communications regarding these matters.

v140527 How it works eSignature Digital Transaction Management Legality Security Global Take a Demo Free Trial Resource Center By Industry Financial Services Healthcare High Tech Higher Education Insurance Real Estate Life Sciences Government By Department Sales Human Resources Finance IT/Operations Legal Marketing Facilities Support Product Management Procurement Partners & Developers Partner Programs Find a Partner Solution Showcase Partner Portal Dev Center Support & Training DocuSign Support Community DocuSign University Company About DocuSign Leadership Team Financial Investors Board of Directors Security & Trust Blog Events Press Room Careers Contact Subscriptions Follow Us Facebook Twitter LinkedIn Glassdoor Google + YouTube Validate TRUSTe privacy certification Â© DocuSign Inc., 2003 - 2014 221 Main St., Suite 1000, San

Francisco, CA 94105 Sales: +1.877.720.2040 | Support: +1.866.219.4318 North America Terms of Use Privacy Policy Intellectual Property Trending Topics: Digital Signature Free What Is Electronic Signature Pdf App For Signing Documents Sign Documents On Android What Is Digital Signature Processing DocuSign FREE TRIAL BUY NOW Validate TRUSTe privacy certification .

Contract InformationContract & Solicitation Title: Group Medical Insurance - Account Based PlanContract Summary: Contractor agrees to provide and purchase administrative services for the account based self-funded health benefit plan.Contract Number: 6518292 Solicitation Number: 126220 Requisition Number: 4038800Replaces Expiring Contract? (Enter "No" or Expiring Contract No.): 6474825 - 12/31/2022Type of Contract/PO: IDIQ Contract Requires Council Legislation: NoHigh Risk Contract (Per Finance Department Contract Risk Management Policy): YesSexual Harassment Training Required (per BL2018-1281): YesEstimated Start Date: 1/1/2023 Estimated Expiration Date: 12/31/2027 Contract Term: 60 MonthsEstimated Contract Life Value: \$300,000,000.00 Fund:* 52180 BU:* 12506000

(*Depending on contract terms, actual expenses may hit across various departmental BUs and Funds at PO Levels)

Payment Terms: Net 30 Selection Method: RFPProcurement Staff: Scott Ferguson BAO Staff: Jeremy FryeProcuring Department: Human Resources Department(s) Served: Metro Wide**Prime Contractor Information**Prime Contracting Firm: Cigna Health & Life Insurance Co ISN#: 2206Address: 900 Cottage Grove Road City: Bloomfield State: CT Zip: 06002Prime Contractor is a Uncertified/Unapproved: SBE ☐ SDV ☐ MBE ☐ WBE ☐ LGBTBE ☐ (select/check if applicable)Prime Company Contact: Paul Huffman Email Address: paul.huffman@cigna.com Phone #: 615-595-3371Prime Contractor Signatory: Aimee Burnham Email Address: aimee.burnham@cigna.com**Disadvantaged Business Participation for Entire Contract**Small Business and Service Disabled Veteran Business Program: N/AAmount: Percent, if applicable: Equal Business Opportunity (EBO) Program: Program Not ApplicableMBE Amount: MBE Percent, if applicable: WBE Amount: WBE Percent, if applicable: Federal Disadvantaged Business Enterprise: NoAmount: Percent, if applicable:

Note: Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring): No**Summary of Offer**

Offeror Name	Disadv. Bus. (Check if applicable)	Score (RFQ Only)	Evaluated Cost	Result
<u>Aetna Life Insurance.</u>	☐	<u>88.39</u>	<u>\$628,137,000.00</u>	<u>Evaluated but not selected</u>
<u>BLUE CROSS BLUE SHIELD</u>	☐	<u>73.16</u>	<u>\$622,525,000.00</u>	<u>Evaluated but not selected</u>
<u>Cigna Health & Life Ins.</u>	☐	<u>95.07</u>	<u>\$635,114,000.00</u>	<u>Awarded</u>
<u>Humana Insurance Co..</u>	☐	<u>71.49</u>	<u>\$696,990,000.00</u>	<u>Evaluated but not selected</u>
<u>United Healthcare Services</u>	☐	<u>79.00</u>	<u>\$615,424,000.00</u>	<u>Evaluated but not selected</u>



**CONTRACT BETWEEN
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND
CIGNA HEALTH AND LIFE INSURANCE COMPANY
FOR PURCHASE OF SERVICES**

This contract is initiated by and between The Metropolitan Government of Nashville and Davidson County ("METRO") and Cigna Health and Life Insurance Company ("CONTRACTOR"), located at 900 Cottage Grove Road, Hartford, Connecticut 06152. This contract consists of the following documents:

- **Any properly executed contract amendment (most recent with first priority),**
- **This document and affidavit(s),**
- **Administrative Services Only Agreement**
- **Exhibit A - Plan Booklet**
- **Exhibit B - Services**
- **Exhibit C - Audit Agreement (Sample)**
- **Exhibit C1 – Clinical Audit Agreement (Sample)**
- **Exhibit D – Privacy Addendum**
- **Exhibit E -Conditional Claim/Subrogation Recovery Services**
- **Exhibit F – ISA Terms and Conditions**
- **Appendix A – Pharmacy Benefit Management Services**
- **Appendix B – Cigna Home Delivery Pharmacy Specialty Drug List**
- **Previously executed contract 6474825 (made a part of this contract by reference),**
- **Purchase orders (and PO Changes),**

In the event of conflicting provisions, all documents shall be in the order referenced above.

1. Duties and Responsibilities of Contractor.

- 1.1 Contractor agrees to provide and purchase administrative services for the account based Metro self-funded health care benefit plan.

2. Term.

- 2.1 The term of this contract will begin on January 1, 2023 and will be for an initial term of five (5) years.

3. Compensation. Contractor shall be paid the fees stated in Contractor's Administrative Services Only Agreement of the contract to be billed on the following basis: monthly, beginning January 2023

3.1 Methodology for Payment of Administrative Fee. Except for the fees addressed in Section below, administrative charges for additional services, Metro shall pay the administrative fee as follows:

- a) Metro shall provide to Contractor a listing of covered employees drawn from its eligibility files as often as may be agreed by the parties, but in no event less than the last Friday of each month. The listing shall be in electronic format.
- b) Not later than the fifteenth (15th) day of each month, Metro shall forward payment of the administrative fee for that month to Contractor based upon the number of covered employees as the last Friday of the preceding month.
- c) Contractor shall provide written notice to Metro in the format of an exception report to data in the list of covered employees provided by Metro under Section 3.1 above within thirty (30) days of receipt of the list. Failure to provide such notice shall result in a waiver of any claim for an increase in the administrative fee.
- d) Not less than once per quarter, Metro and Contractor shall confer and resolve any unsolved issue(s) resulting from the exception report provided by Contractor and make any resulting adjustments in the administrative fee so that the administrative fee accurately reflects the covered employees. Metro and Contractor shall also make any necessary prospective adjustment in the eligibility files. In the event that Contractor includes a name of any person whose name does not appear on Metro eligibility list and that discrepancy is not resolved within ninety (90) days, Contractor shall cancel coverage for such person.
- e) If Metro notifies Contractor of a Covered Person's termination from the plan within ninety (90) days of the Covered Person's termination, Contractor will credit Metro with any administrative fees that were paid for that coverage after the date of termination.
- f) If Metro does not notify Contractor of a Covered Person's termination within ninety (90) days of the termination date, Contractor will only credit Metro for the administrative fee paid for that coverage for the most recent ninety (90) days and not for the entire period of time from the Covered Person's termination date.

3.2 Additional Administrative Charges. In addition to the administrative fee, the cost of the additional services outlined below will be invoiced to Metro as a direct cost. The Contractor and Metro shall confer during January of each year this Contract is in effect and agree on such cost for the succeeding year. Contractor shall provide Metro a written cost estimate prior to undertaking any additional service.

- a) Contractor will submit a separate invoice for the following services and expenses to the Employer, and payment is due upon receipt of the bill(s) and payable as stated in Section 3 above:

Cost of printing non-standard Member material

- i) Cost of the development and production of customized or unique reports requested by Metro, such as management reports, claim reports, reports for stop loss carriers, and other special reports.
- ii) Cost of customized or unique systems development required by Metro.
- iii) Reprinting materials/ID cards off cycle due to changes or misinformation provided by Metro to Contractor.
- iv) Cost of non-standardized Member mailings.

4. **Electronic Payment.** Upon request by Metro, the Contractor shall have thirty (30) days to complete and sign Metro's form authorizing electronic payments to the Contractor. Thereafter, all payments to the Contractor, under this or any other contract the Contractor has with Metro, shall be made electronically.

5. **Taxes.** Metro shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to Metro. To the extent that any taxing authority imposes applicable taxes on Metro in connection with this benefit plan, Metro shall be responsible.

6. **Copyright, Trademark, Service Mark, or Patent Infringement.**

6.1 Contractor shall, at its own expense, be entitled to and shall have the duty to defend any suit which may be brought against Metro to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor shall further indemnify and hold harmless Metro against any award of damages and costs made against Metro by a final judgment of a court of last resort in any such suit. Metro shall provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable Contractor to do so. No costs or expenses shall be incurred for the account of Contractor without its written consent. Metro reserves the right to participate in the defense of any such action. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon Metro unless approved by the Metro Department of Law Settlement Committee and, where required, the Metro Council.

6.2 If the products or services furnished under this contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:

- a) Procure for Metro the right to continue using the products or services.
- b) Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to Metro, so that they become non-infringing.
- c) Remove the products or discontinue the services and cancel any future charges pertaining thereto.
- d) Provided, however, that Contractor will not exercise option c) until Contractor and Metro have determined that options a) and b) are impractical.

6.3 Contractor shall have no liability to Metro, however, if any such infringement or claim thereof is based upon or arises out of:

- a) The use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor.
- b) The use of the products or services in a manner for which the products or services were neither designated nor contemplated.
- c) The claimed infringement in which Metro has any direct or indirect interest by license or otherwise, separate from that granted herein.

7. **Termination--Breach.** In the event either party to this Contract shall fail to perform, keep, and observe a material term or condition of the Contract to be performed, kept or observed ("material breach"), the non-breaching party shall give the breaching party thirty (30) days prior written notice of such default; and, in the event said default is not remedied to the satisfaction and approval of the non-breaching party within thirty (30) days of receipt of such notice by the breaching party, the breaching party will be considered in default and have no right to further render or obtain services under the terms of the Contract. A material breach is the failure by one party (the breaching party) to perform or carry out a function or duty required by the terms of this Contract, where the failure to perform that function or duty seriously impairs the ability of the other party (the non-breaching party) to perform. In the event that sufficient funds are not available on the Bank Account to pay all Bank Account Payments when due, Contractor shall provide immediate written notice to Metro of such insufficiency. Metro shall have ten (10) business days following such notice to bring the Bank Account to sufficiency. In the event that the Bank Account remains in an insufficient status at the end of such period, Contractor shall cease to process claims. If either party disputes a claimed material breach or that a breach has been cured or corrected, it may immediately request dispute resolution, pursuant to the term of section 11 of this contract. Termination of this Contract, except as provided contrary herein, shall not affect the rights, obligations and liabilities of the parties arising out of transactions occurring prior to termination.
8. **Rights Upon Termination:** Claim History Information. In the event that either party terminates this Contract, as provided for herein, or if the Contract expires by expiration of its own terms, the Contractor agrees that it shall provide to the Metro Director of Human Resources or its designee, copies of all information reasonably required by Metro or its succeeding carrier within thirty (30) days of the notification of termination or expiration of the Contract or a reasonable timeframe specified by Metro.
9. **Termination--Funding.** Should funding for this contract be discontinued, Metro shall have the right to terminate the contract immediately upon written notice to Contractor.
10. **Termination--Notice.** Metro may terminate this contract at any time upon thirty (30) days written notice to Contractor. Contractor may terminate this Contract at any time without cause upon one-hundred and eighty (180) days written notice to Metro.
11. **Mediation.**
- 11.1 Mediation. Any dispute related to this Contract, which the parties are unable to resolve, may be resolved through mediation or some other mutually acceptable dispute resolution procedure. A mutually agreed upon mediation agency shall conduct such mediation, unless the parties mutually agree in writing upon some other resolution agency or venue. The parties agree that no such mediation shall be construed to fall within the scope of the Tennessee Arbitration Act, T.C.A. § 29-5-101, et seq.

11.2 **Award.** The mediator shall be required to issue a written decision explaining the basis of the decision. The mediator may not award punitive or exemplary damages and must base the decision on the terms of this Contract and applicable laws.

11.3 **Final Nature of Mediation.** Should the parties agree, the award shall be final, and not subject to appeal to any other authority. Notwithstanding any provision of this section 11, nothing herein shall limit the right of either party to seek any lawful remedy from a court of competent jurisdiction unless specifically agreed to in writing by duly authorized officials.

12. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations. Contractor shall require all subcontractors to comply with applicable federal, state, and local laws and regulations, including the Health Insurance Portability and Accountability Act ("HIPAA").
13. **Maintenance of Records.** Contractor shall maintain documentation for all charges against Metro. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.
14. **Monitoring.** The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by Metro, the Department of Finance/Division of Internal Audit, or their duly appointed representatives.
15. **Metro Property.** Any Metro property, including but not limited to books, records and equipment that is in Contractor's possession shall be maintained by Contractor in good condition and repair, and shall be returned to Metro by Contractor upon termination of the contract. The following goods, documents, records, and other work product and property produced during the performance of this contract are deemed to be Metro property: All documents which make up this Contract; all other documents furnished by METRO; all conceptual drawings, design documents, closeout documents, and other submittals by CONTRACTOR created specifically for METRO; and, all other original works of authorship, whether created by METRO or CONTRACTOR created specifically for METRO embodied in any tangible medium of expression, including, without limitation, pictorial, graphic, sculptural works, two (2) dimensional works, and three (3) dimensional works.

The CONTRACTOR may keep one (1) copy of the aforementioned documents upon completion of the contract; provided, however, that in no event shall the CONTRACTOR use, or permit to be used, any portion of the documents on other projects without METRO's prior written authorization. Notwithstanding, CONTRACTOR may use and disclose claims data to perform the services under this Agreement, and as permitted by use under HIPAA and HITECH

16. **Modification of Contract.** This contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.
17. **Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.
18. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

19. Employment.

19.1 Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

19.2 Contractor shall not knowingly employ, permit, dispatch, subcontract, or instruct any person who is an undocumented and/or unlawful worker to perform work in whole or part under the terms of this contract.

19.3 Violation of either of these contract provisions may result in suspension or debarment if not resolved in a timely manner to the satisfaction of Metro.

20. Non-Discrimination. It is the policy of the Metropolitan Government not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy. No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in Metro's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with Metro or in the employment practices of Metro's Contractors. Accordingly, all Proposers entering into contracts with Metro shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

21. Insurance. During the term of this Contract, Contractor shall at its sole expense obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement.

21.1 Commercial General Liability Insurance occurrence version commercial general liability insurance or equivalent form with a limit of not less than Two million (\$2,000,000.00) dollars each occurrence for bodily injury, personal injury, and property damage If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than two times the occurrence limit.

Such insurance shall:

- a) Contain or be endorsed to contain a provision that includes Metro, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.
- b) For any claims related to this agreement, Contractor's insurance coverage shall be primary insurance as respects Metro, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering Metro, its officials, officers, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

21.2 Automotive Liability Insurance including vehicles owned, hired, and non-owned, with a combined single limit of not less than one million (\$1,000,000.00) dollars each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes Metro, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor.

21.3 Worker's Compensation (If applicable), Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than \$1,000,000. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Contractor's workers' compensation insurance coverage.

21.4 Other Insurance:

- a) Professional Liability (including Errors & Omissions). Professional liability insurance covering claims arising from real or alleged errors, omissions, or negligent acts committed in the performance of professional services under this contract with limits of \$5,000,000.
- b) Fidelity Insurance covering claims arising from real or alleged errors, omissions, or negligent acts committed in the performance of professional services under this contract with limits of 1,000,000
- c) Cyber Liability. Cyber insurance covering claims arising from information security breaches under this contract with limits of no less than \$4,000,000.00

21.5 Other Insurance Requirements. Contractor shall:

- a) Prior to commencement of services, furnish Metro with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

PROCUREMENTCOI@NASHVILLE.GOV

- b) Provide certified copies of endorsements and policies if requested by Metro in lieu of or in addition to certificates of insurance.
- c) Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.
- d) Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by Metro as a material breach of contract.
- e) Place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the Metro Director of Risk Management Services.

f) Require all subcontractors to maintain during the term of the agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/Employers Liability insurance (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall furnish subcontractor's certificates of insurance to Metro without expense immediately upon request.

g) Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by Metro prior to the commencement of services.

h) If the Contractor has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

22. Performance Bond: At the beginning of each calendar year that this Contract is in force, Metro shall reimburse Contractor for the cost of and in consideration for Contractor obtaining and maintaining a Performance Bond for that calendar year. Should Metro fail to remit said fee within Sixty (60) days, Contractor shall no longer be obligated to maintain the Performance Bond.

23. Contingent Fees. Contractor hereby represents that Contractor has not been retained or retained any persons to solicit or secure a Metropolitan Government contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Metropolitan Government contracts.

24. Gratuities and Kickbacks. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Metropolitan Government contracts.

25. Liability and Indemnity.

25.1 Contractor neither insures nor underwrites Metro's financial liability under this Contract. Metro retains ultimate responsibility for making eligibility and benefit determinations in connection with the Plan, paying all claims for covered services and paying any other expenses related to or arising in connection with the Plan, except as have been expressly assumed by Contractor pursuant to this Contract. The phrase "making eligibility and benefit determinations in connection with the Plan" means that Metro determines who is eligible to participate, i.e., who are employees and dependents, and generally what medical procedures are included or excluded as identified in the Plan document, but does not include the ultimate responsibility for making medical necessity determinations. Metro's liability is limited by the Tennessee Governmental Tort Liability Act, T.C.A. § 29-20-101, et seq.

25.2 Contractor shall indemnify, defend and hold harmless Metro, its officers, agents and employees from all suits, claims, actions, or damages of any nature, including reasonable attorney fees associated therewith, brought because of, arising out of, or due to breach of the Contract by Contractor, its subcontractors, agents or employees arising out of or due to the negligent, reckless or willful act or omission by Contractor, its subcontracts, agents or employees; unless such act or omission is taken or not taken at the express written direction of an authorized Metro representative. The Contractor will not be liable to Metro or to Covered Persons for acting pursuant to written instructions received from Metro. In the absence of bad faith and negligence on its part, the Contractor may conclusively rely upon any written statements, notices, request, directions, consents, or other forms of communication believed by it to be of genuine origin when signed and presented or communicated by a proper authorized person, as identified above.

26. **Assignment--Consent Required.** The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this contract, neither this contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer shall not release Contractor from its obligations hereunder. NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF :

PRG@NASHVILLE.GOV (preferred method)

OR

METRO PURCHASING AGENT

DEPARTMENT OF FINANCE

PROCUREMENT DIVISION

730 PRESIDENT RONALD

REAGAN WAY, STE 101

PO BOX 196300, NASHVILLE, TN 37210.

Funds Assignment Requests should contain complete contact information (contact person, organization name, address, telephone number, and email) for Metro to use to request any follow up information needed to complete or investigate the requested funds assignment. To the extent permitted by law, Metro has the discretion to approve or deny a Funds Assignment Request.

27. **Entire Contract.** This contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.
28. **Force Majeure.** No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
29. **Governing Law.** The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide.
30. **Venue.** Any action between the parties arising from this agreement shall be maintained in the courts of Davidson County, Tennessee.

31. **Severability.** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.
32. **Iran Divestment Act.** In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., CONTRACTOR certifies that to the best of its knowledge and belief, neither CONTRACTOR nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under METRO contracts.
33. **Israel Anti-Boycott Act.** In accordance with Tennessee Code Annotated Title 12, Chapter 4, Part 1 CONTRACTOR certifies that CONTRACTOR is not currently engaged in, and will not for the duration of this Contract, engage in a boycott of Israel.

[BALANCE OF PAGE IS INTENTIONALLY LEFT BLANK]

Notices and Designation of Agent for Service of Process

All notices to METRO shall be mailed or hand delivered to:

PURCHASING AGENT

PROCUREMENT DIVISION

DEPARTMENT OF FINANCE

PO BOX 196300

NASHVILLE, TN 37219-6300

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: Cigna Health and Life Insurance Company (CHLIC)

Attention: Paul Huffman

Address: 730 Cool Springs Blvd., Suite 500, Franklin, TN 37067

Telephone: 615-595-3371

Fax:

E-mail: paul.huffman@cigna.com

CONTRACTOR designates the following as the CONTRACTOR's agent for service of process and will

waive any objection to service of process if process is served upon this agent:

Designated Agent: Cigna Health and Life Insurance Company (CHLIC)

Attention: Paul Huffman

Address: 730 Cool Springs Blvd., Suite 500, Franklin, TN 37067

Email: paul.huffman@cigna.com

[SPACE INTENTIONALLY LEFT BLANK]

Notices & Designations
Department & Project Manager

Contract Number	6518292
------------------------	---------

The primary DEPARTMENT/AGENCY responsible for the administration of this contract is:

DEPARTMENT	Human Resources
Attention	Justin Stack
Address	404 James Robertson Pkwy, Suite 1000, Nashville, TN 37219
Telephone	615-862-6422
Email	justin.stack@nashville.gov

The primary DEPARTMENT/AGENCY responsible for the administration of this contract designates the following individual as the PROJECT MANAGER responsible for the duties outlined in APPENDIX – Z CONTRACT ADMINISTRATION:

Project Manager	Justin Stack
Title	HR Benefits Manager
Address	404 James Robertson Pkwy, Suite 1000, Nashville, TN 37219
Telephone	615-862-6422
Email	justin.stack@nashville.gov

Contract Number 6518292

Effective Date

This contract shall not be binding upon the parties until it has been fully electronically approved by the CONTRACTOR, the authorized representatives of the Metropolitan Government, and filed in the office of the Metropolitan Clerk.

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY

APPROVED AS TO PROJECT SCOPE:

Shannon Hall JW
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

APPROVED AS TO COMPLIANCE WITH
PROCUREMENT CODE:

Michelle D. Hernandez Lane ML
Purchasing Agent Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

 EJ
Director of Finance BA

APPROVED AS TO FORM AND LEGALITY:

Niki Eke BE
Metropolitan Attorney Insurance

FILED BY THE METROPOLITAN CLERK:

Austin Kyle 5/3/2023 | 9:43 AM PDT
Metropolitan Clerk Date

CONTRACTOR:

CHLIC
Company Name

Aimee Burnham
Signature of Company's Contracting Officer

Aimee Burnham
Officer's Name

Underwriting Account Manager
Officer's Title

Administrative Services Only Agreement

By and Between

**Metropolitan Government Of Nashville and Davidson County
“Metro”**

And

**Cigna Health and Life Insurance Company
“CONTRACTOR”**

Effective Date: January 1, 2023

Table of Contents

Definitions	3
Section 1. Term and Termination of Agreement	4
Section 2. Claim Administration and Additional Services	4
Section 3. Funding and Payment of Claims.....	4
Section 4. Charges	5
Section 5. Enrollment and Determination of Eligibility	5
Section 6. Audit Rights.....	7
Section 7. Plan Benefit Liability.....	9
Section 8. Modification of Plan and Charges	9
Section 9. Modification of Agreement	9
Section 10. Choice of Law	9
Section 11. Information in CONTRACTOR Processing Systems.....	10
Section 12. Resolution of Disputes.....	10
Section 13. Third Party Beneficiaries	10
Section 14. No Waivers	10
Section 15. Headings	10
Section 16. Severability	10
Section 17. Force Majeure.....	10
Section 18. Assignment and Subcontracting	10
Section 19. Notices	10
Section 20. Identifying Information, Internet Usage and Trademark	10
Section 21. Confidentiality	10
Section 22. Independent Contractors.....	11
Section 23. Reservation of Intellectual Property Rights.....	11
Section 24. Entire Agreement.....	12
SIGNATURES	13
Schedule of Financial Charges	14
Exhibit A - Plan Booklet	43
Exhibit B – Services	44
Exhibit C – Audit Agreement (Sample)	54
Exhibit C1 – Clinical Audit Agreement (Sample).....	57
Exhibit D - Privacy Addendum	62
Exhibit E – Conditional Claim/Subrogation Recovery Services	69
Appendix A – Pharmacy Benefit Management Services.....	71
Appendix B - Cigna Home Delivery Pharmacy Specialty Drug List	88

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

THIS AGREEMENT, effective January 1, 2023 ((the “**Effective Date**”) is by and between Metropolitan Government of Nashville and Davidson County (“**Metro**”) and Cigna Health and Life Insurance Company (“**Contractor**”).

RECITALS:

WHEREAS, Metro, as Plan sponsor, has adopted the benefit described in Exhibit A, as may be amended, (“**Plan**”) for certain of its employees/members and their eligible dependents (collectively “**Members**”); and

WHEREAS, Metro has requested Contractor to furnish certain administration services in connection with the Plan (Account No. 3172416).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is hereby agreed as follows:

Definitions

Agreement – this entire document including the Schedule of Financial Charges and all Exhibits.

Applicable Law - means the federal and state laws and regulations that govern the Plan and its administration by Contractor, including but not limited to the Employee Retirement Income Security Act of 1974, as amended (“ERISA”) and the rules and regulations thereunder (“ERISA”), the Health Insurance Portability and Accountability Act of 1996, as amended and the rules and regulations thereunder (“HIPAA”), the Patient Protection and Affordable Care Act of 2010, and rules and regulations thereunder (“PPACA”), the Mental Health Parity and Addiction Equity Act (“MHPAEA”), the Consolidated Appropriations Act (“CAA”) and Tennessee Public Records Act.

Bank Account – a benefit plan account with a bank designated by Contractor, established and maintained by Metro in its or a nominee’s name; also referred to in this Agreement as Program Account or Account.

ERISA – the Employee Retirement Income Security Act of 1974, as amended and related regulations.

Extra-Contractual Benefits – Payments which Metro has instructed Contractor to make for health care services and/or products that Contractor has determined are not covered under the Plan.

Member – a person eligible for and enrolled in the Plan as an employee or dependent.

Participating Providers – providers of health care services and/or products who/which contract directly or indirectly with Contractor to provide services and/or products to Members.

Plan Benefits – Amounts payable for covered health care services and products under the terms of the Plan.

Party/Parties – refers to Metro and Contractor, each a “Party” and collectively, the “Parties.”

Plan Year – the 12 month period beginning on the Effective Date.

Run-Out Claims – claims for Plan Benefits relating to health care services and products that are incurred

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

prior to termination of this Agreement or termination of a Plan benefit option, as applicable.

Section 1. Term and Termination of Agreement

See sections 2, 7, 8, 9, 10, and 11 of Contract for Purchase of Services.

Section 2. Claim Administration and Additional Services

- a. While this Agreement is in effect, Contractor shall, (i) receive and review claims for Plan Benefits; (ii) determine the Plan Benefits, if any, payable applicable for such claims; (iii) disburse payments of Plan Benefits to claimants; and (iv) provide in the manner and within the time limits required by Applicable Law, notification to claimants of (a) the coverage determination or (b) any anticipated delay in making a coverage determination beyond the time required by Applicable Law.
- b. Following (i) termination of this Agreement or (ii) termination of eligibility of a Member, if the required fees have been paid in full, Contractor shall process Run-Out Claims for the applicable Run-Out Period (Refer to Schedule of Financial Charges for applicable fees and Run-Out Period). At the termination of any applicable Run-Out Period, Contractor shall cease processing Run-Out Claims and make all relevant records in its possession relating to such claims reasonably available to Metro or Metro's designee.
- c. Metro hereby delegates to Contractor the authority, responsibility and discretion to (i) determine eligibility and enrollment for coverage under the Plan according to the information provided by the Metro, (ii) to make factual determinations and to interpret the provisions of the Plan to make coverage determinations on claims for Plan Benefits, (iii) conduct a full and fair review of each claim which has been denied, (iv) decide level one mandatory appeals of "Urgent Care Claims" (as that term is defined in ERISA), (v) conduct both mandatory levels of appeal determinations for all "Concurrent", "Pre-service" and "Post-service" claims (as those terms are defined under ERISA) and notify the Member or the Member's authorized representative of its decision. Metro will ensure that all summary plan description materials provided to Members reflect this delegation.
- d. In addition, Contractor shall give Covered Persons a reasonable opportunity to appeal a denied claim or any portion of a claim within the time frames specified by and according to the appeals procedure defined in the Plan, however Metro shall retain final discretionary authority and responsibility for claims payment decisions.
- e. In addition to the basic claim administrative duties described above, Contractor shall also perform the Plan-related administrative duties agreed upon by the Parties and specified in Exhibit B.

Section 3. Funding and Payment of Claims

- a. Metro will establish a demand deposit account known as a "Program" account, ("Account") to be utilized solely in connection with their welfare benefit program administered by Contractor. The Account will be utilized as the depository/funding account for the payment of benefits under Metro's employee benefit plan.

Contractor is authorized to debit the Account on a periodic basis by amounts equal to the aggregate amounts paid by Contractor on Metro's behalf from the Benefit Plan Agent Account ("Agent Account") and Contractor is authorized to transfer such funds to the Agent Account.

For claims other than pharmacy, Contractor will write claims payment checks on the Agent Account. On each day that claims payment checks are written, Contractor will notify Metro via email of the total dollar amount of checks written on that day for Metro claims. Metro will transfer funds to the

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

Account by initiating an ACH credit to the Account for the reported total amount of claim checks written.

Contractor will pay pharmacy claims for Metro by initiating an ACH credit from the Agent Account. One day before it initiates the ACH, Contractor will inform Metro by email of the total dollar amount of the anticipated ACH. Metro will initiate an ACH credit to the Account on the same day as the notification.

Overpayments will be determined when the bank account is reconciled by Contractor. Overpayments will be returned to Metro via a reduction in a funding request. The result of this adjustment will be that available funds in the Account will not be greater than the amount of outstanding checks or ACH's.

At the end of six months, Contractor and Metro will review the claims payment activity and determine if adjustments are needed to the funding schedules or procedures. At that time, if the amount of outstanding checks is greater than two days average claim payments an adjustment will be made to reduce the available funds in the account.

Section 4. Charges

- a. Charges. Contractor shall provide to Metro a monthly statement of all charges Metro is obligated to pay under this Agreement that are not paid as Bank Account Payments. Payment of all billed charges shall be due as indicated in section 3 of the Metro Contract for Services. Payments received after the last day of the month in which they are due, shall be subject to late payment charges, from the due date at a rate calculated 10% per annum. For purposes of calculating late payment charges, payments received will be applied first to the oldest outstanding amount due.
- b. Member Changes – Additions and Terminations. If an employee becomes a Member on or before the fifteenth (15th) day of the month, full charges applicable to that Member shall be due for that Member for that month. If coverage ceases on or before the fifteenth (15th) day of the month for a Member, no charges shall be due for that Member for that month. No charges are due for Members for the month when they become covered after the fifteenth of the month or for when their coverage is terminated before the fifteenth of the month.
- c. Retroactive Member Changes and Terminations. Metro shall remain responsible for all charges and Bank Account Payments incurred or charged through the date Contractor processes Metro's notice of a retroactive change or termination of Membership. However, if the change or termination would result in a reduction in charges, Contractor shall credit to Metro the reduction in charges charged for the shorter of (a) the sixty (60) day period preceding the date Contractor processes the notice, or (b) the period from the date of the change or termination to the date Contractor processes the notice.

The obligations set forth in this Section 4 shall survive termination of this Agreement.

Section 5. Enrollment and Determination of Eligibility

- a. Eligibility Determinations and Information. Metro is responsible for administering Plan enrollment. In determining any person's right to benefits under the Plan, Contractor shall rely upon enrollment and eligibility information furnished by the Metro. Such information shall identify the effective date of eligibility and the termination date of eligibility and shall be provided promptly to Contractor in a form and with such other information as reasonably may be required by Contractor for the proper administration of the Plan.

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

b. Methodology for Payment of Administrative Fee.

- 1) Except for the fees addressed in Section 2 below, administrative charges for additional services, Metro shall pay the administrative fee as follows:
 - 1.1 Metro shall provide to Contractor a listing of covered employees drawn from its eligibility files as often as may be agreed by the parties, but in no event less than the last Friday of each month. The listing shall be in electronic format.
 - 1.2 Not later than the fifteenth (15th) day of each month, Metro shall forward payment of the administrative fee for that month to Contractor based upon the number of covered employees as of the last Friday of the preceding month.
 - 1.3 Contractor shall provide written notice to Metro in the format of an exception report to data in the list of covered employees provided by Metro under Section 1.1 above within thirty (30) days of receipt of the list. Failure to provide such notice shall result in a waiver of any claim for an increase in the administrative fee.
 - 1.4 Not less than once per quarter, Metro and Contractor shall confer and resolve any unsolved issue(s) resulting from the exception report provided by Contractor and make any resulting adjustments in the administrative fee so that the administrative fee accurately reflects the covered employees. Metro and Contractor shall also make any necessary prospective adjustments in the eligibility files. In the event that Contractor includes a name of any person whose name does not appear on Metro eligibility list and that discrepancy is not resolved within ninety (90) days, Contractor shall cancel coverage for such person.
 - 1.5 If Metro notifies Contractor of a Covered Person's termination from the plan within ninety (90) days of the Covered Person's termination, Contractor will credit Metro with any administrative fees that were paid for that coverage after the date of termination.
 - 1.6 If Metro does not notify Contractor of a Covered Person's termination within ninety (90) days of the termination date, Contractor will only credit Metro for the administrative fee paid for that coverage for the most recent ninety (90) days and not for the entire period of time from the Covered Person's termination date.
- 2) Additional Administrative Charges. In addition to the administrative fee, the cost of the additional services outlined below will be invoiced to Metro as a direct cost. The Contractor and Metro shall confer during January of each year this Contract is in effect and agree on such costs for the succeeding year. Contractor shall provide Metro a written cost estimate prior to undertaking any additional service.
 - 2.1 Contractor will submit a separate invoice for the following services and expenses to the Metro, payable as stated in Section 1 above:
 - 2.2.1 Cost of printing non-standard Member material
 - 2.2.2 Cost of the development and production of customized or unique reports requested by Metro, such as management reports, claim reports, reports for stop loss carriers, and other special reports.
 - 2.2.3 Cost of customized or unique systems development required by Metro.
 - 2.2.4 Reprinting materials/ID cards off cycle due to changes or misinformation provided by Metro to Contractor.
 - 2.2.5 Cost of non-standardized Member mailings.

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

Section 6. Audit Rights

Nothing in this section shall restrict the right of Metro to utilize its officers and employees to audit the records of Contractor, as provided in Section 4.12.180 of the Metropolitan Code of Laws, and other applicable laws and regulations. The limitations in this section only apply to audits performed by independent third parties.

- a. Metro may audit CONTRACTOR's administration of Plan Benefits in accordance with the following requirements:
 - i. Except for clinical audits, Metro shall provide to CONTRACTOR a scope of audit letter and the fully executed Audit Agreement, a sample of which is attached hereto as Exhibit C, together with a forty-five (45) day advance written request for audit. For a clinical audit, Metro shall provide to CONTRACTOR a ninety (90) day advance written request to audit, together with a scope of audit letter, which scope shall be mutually agreed upon between the parties. CONTRACTOR will provide the Auditor and Metro, if Metro is participating in the audit, with a draft Clinical Audit Agreement, sample of which is attached hereto as Exhibit C1, within a week of receiving the request to audit and scope of audit letter.
 - ii. Metro may designate with CONTRACTOR's consent (which consent shall not to be unreasonably withheld) an independent, third-party auditor to conduct the audit (the "**Auditor**").
 - iii. Metro and CONTRACTOR will agree upon the date for the audit during regular business hours in a virtual/remote audit environment or at CONTRACTOR's office(s), as business needs require.
 - iv. Except as otherwise agreed to by the parties in writing prior to the commencement of the audit, the audit shall be conducted in accordance with the terms of CONTRACTOR's Audit Agreement attached hereto as Exhibit C and/or Exhibit C1, as applicable, which would hereby be agreed to by Metro and which shall be signed by the Auditor prior to the start of the audit.
 - v. If the audit identifies any errors requiring adjustments, such adjustments will be made in accordance with this Agreement and based upon the actual claims and fees reviewed and not upon statistical projections or extrapolations.
 - vi. Metro shall be responsible for its Auditor's costs.
 - vii. Metro has five thousand (5,000) or more employees who are Members, Metro may conduct one such audit every Plan Year (but not within six (6) months of a prior audit); otherwise, Metro may conduct one such audit every two (2) Plan Years (but not within eighteen (18) months of a prior audit).
 - viii. In no event shall any audit involve Plan benefit payments or administration prior to the most recent two (2) plan years, (unless otherwise noted) or involve Plan benefit payment or administration that has been previously audited.
 - ix. New audits shall not be initiated until all parties have agreed that the prior audit is closed.

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

In the event Metro requests to alter the scope of the audit, CONTRACTOR will endeavor to reasonably accommodate the Metro's request. While this Agreement is in effect there shall be no additional cost to Metro for an audit of the following:

- **Claims:** Payment documents relating to a random, statistically valid sample of two-hundred twenty-five (225) claims paid.
 - Requests to review provider contracts will be subject to CONTRACTOR's current criteria and contrary terms in Participating Provider Agreements.
- **Appeals:** Documents, including payment documents as appropriate, relating to a random sample of up to thirty-five (35) appeals.
- **Customer Service:** Documentation and review of call recordings relating to a random sample of up to thirty-five (35) Member calls.
 - CONTRACTOR maintains call recordings for up to twelve (12) months, and any customer service audit is limited to the availability of the call recordings.
- **Accumulator/Combined Deductible:** Audits are allowed based on mutually agreed-upon scope of up to thirty (30) cases.
- **Benefit Implementation:** Audits are allowed based on mutually agreed-upon scope and timing. CONTRACTOR will support the benefit implementation audits for review of benefit set up related to claim processing.
- **Clinical Cases/Calls:** The standard annual allowable number of cases/calls for audit and standard number of days allowed to conduct the audit is as follows, based on number of Metro Subscribers during the time period covered by the audit:

Number of Subscribers	# Cases	# Calls	# Days*
5,000 & under	10	3	1
>5,000 & < 25,000	15	4	1
>25,000 & < 75,000	20	5	1.5
>75,000	25	6	2

All cases and calls related to case selection will be prepared and presented in compliance with all Applicable Laws, Privacy Addendum in Exhibit D, including but not limited to the HIPAA Privacy and Security Rules and 42 C.F.R. Part 2.. Cases selected will have been managed during the rolling twelve (12) month period prior to the date of the written request to conduct an audit and not previously audited for the current audit scope.

- **Medical Cost Containment Program Fees (MCCP):** MCCP audits are limited to confirmation of fees paid by the Metro related to the programs in place. The audits will not include review of documentation that is not applicable to claim administration. In addition, Auditor agrees that it will not outreach to Participating Providers or Members for claim or medical record information.

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

MCCP fee audits are based on the following criteria:

- Random samples selected by CONTRACTOR based on the following:
 - Twenty-five (25) claims in which fees were paid for the Non-Participating Provider Cost Containment Programs which include Network Savings Program; Supplemental Network and Medical Bill Review (Pre-payment Cost Containment for Non-contracted claims)
 - One-hundred (100) claims related to Other Cost Containment Programs which include Medical Bill Review (Bill Audit; DRG Validation Audits and Recovery; Medical Implant Device Audits); COB Vendor Recoveries; Secondary Vendor Recovery Program; Provider Credit Balance Program; High Cost Specialty Pharmaceutical Audits; Eligibility Overpayment Recovery Vendor Services; Class Action Recoveries and Subrogation/Conditional Claim Payment.

b. Pharmacy Audits. The rights and obligations regarding pharmacy audits are set forth in Appendix A. Section 7. Plan Benefit Liability

- a. Metro Liability for Plan Benefits. Metro is responsible for all Plan Benefits including any Plan Benefits paid as a result of any legal action

If Contractor pays a claim for Extra-Contractual Benefits, Metro is responsible for funding the payment and such payments shall not be considered in determining reimbursements or payments under stop loss insurance or in determining any risk-sharing or performance guarantee reimbursements.

These reimbursement obligations shall survive termination of this Agreement.

Section 8. Modification of Plan and Charges

- a. Contractor shall be paid the fees identified in the Schedule of Financial Charges. Any changes to these fees will be by amendment which shall become part of this Agreement.
- b. Metro shall provide Contractor written notice of any modification or amendment to the Plan sufficiently in advance of any such change as to allow Contractor to implement the modification or amendment. Metro and Contractor shall agree upon the manner and timing of the implementation subject to Contractor's system and operational capabilities.
- c. Modification of Contractors' duties shall be by mutual agreement. The parties shall reflect such modification and any revised charges (if applicable) in an amendment which shall become part of this Agreement.

Section 9. Modification of Agreement

No modification or amendment hereto shall be valid unless in writing and signed by an authorized person of each of the parties.

Section 10. Choice of Law

See Section 29 of the Contract for Purchase of Services.

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

Section 11. Information in Contractor's Processing Systems

Subject Applicable Law and the provisions of the Business Associate Agreement between Metro and Contractor, Contractor may retain and use all Plan-related claim/payment information recorded/integrated into Contractor's business records (including claim processing systems) in the ordinary course of business. Such information will be available to Metro upon Metro's request. Contractor will retain such Plan-related claim/payment information in accordance with its record retention policy and Applicable Law.

Section 12. Resolution of Disputes

This section deleted in its entirety.

Section 13. Third Party Beneficiaries

This Agreement is for the exclusive benefit of Metro and Contractor. It shall not be construed to create any legal relationship between Contractor and any other party.

Section 14. No 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 waiver of such term, right or condition. Waiver by either Party of any default shall not be deemed a waiver of any other default.

Section 15. 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 16. Severability

See Section 31 of the Contract for Purchase of Services.

Section 17. Force Majeure

See Section 28 of the Contract for Purchase of Services.

Section 18. Assignment and Subcontracting

See Section 26 of the Contract for Purchase of Services.

Section 19. Notices

See Contract for Purchase of Services, "Notices and Designation of Agent for Service of Process".

Section 20. Identifying Information, Internet Usage and Trademark

Except, as necessary in the performance of their duties under this Agreement, neither party may use the other's name, logo, service marks, trademarks or other identifying information or to establish a link to the other's World Wide Web site without its prior written approval.

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

Section 21. Confidentiality

- a. Subject to the requirements of Applicable Law, including but not limited to the Tennessee Public Records Act, the terms of this Agreement and the Privacy Addendum in Exhibit D, a signed Business Associate Agreement between Metro and its designee(s), and a signed Confidentiality Agreement between Contractor and applicable designee(s), Contractor shall release copies of confidential claims and Plan Benefit payment information in Contractor's claims system ("**Confidential Information**") and may release copies of proprietary information relating to the Plan in Contractor's claims system ("**Proprietary Information**") to the Metro and/or its designee(s). Subject to the requirements of Applicable Law, including but not limited to the Tennessee Public Records Act, Metro will keep Confidential Information and Proprietary Information confidential and will use Confidential Information and Proprietary Information solely for the purpose of administering the Plan or as otherwise required by law. Subject to applicable law, Metro is solely responsible for any unauthorized use or disclosure of Confidential Information and/or Proprietary Information provided by Contractor pursuant to this Section 21 whether by Metro or its designee and the consequences thereof. In no event shall the language in this section be construed as an indemnification of Contractor by Metro. Subject to Applicable Law, Metro claims information, shall not be considered the proprietary information of Contractor.
- b. Contractor and any of its affiliates or subsidiaries which have any Protected Health Information in their possession will maintain the confidentiality of such Protected Health Information in accordance with the Privacy Addendum in Exhibit D and any applicable state privacy laws, including, without limitation, 201 CMR 17.00: Massachusetts Standards for the Protection of Personal Information of Residents of the Commonwealth.
- c. Upon termination of this Agreement and subject to the provisions of Section 21.a above, Contractor shall, at the direction of Metro, make information available to Metro or a third party such as a "successor administrator" as requested by Metro, to the extent administratively feasible.

The obligations set forth in this Section 21, shall survive termination of this Agreement.

Section 22. Independent Contractors

The Parties' relationship with respect to each other is that of independent contractors and nothing in this Agreement is intended, and nothing shall be construed to, create an employee, partnership, principal-agent, or joint venture relationship, or to exercise control or direction over the manner or method by which Contractor performs services hereunder. No Party shall make any statement or take any action that might cause a third party to believe such Party has the authority to transact any business, enter into any agreement, or in any way bind or make any commitment on behalf of the other Party, unless set forth in this Agreement or expressly authorized in writing by a duly authorized officer of the other Party. For the avoidance of doubt, Contractor is authorized to perform certain services on behalf of Metro under this Agreement and this provision is not intended to in any way diminish that authorization.

Section 23. Reservation of Intellectual Property Rights

Each Party reserves all right, title, and interest in and to its respective copyrights, patents, trade secrets, trademarks, and other intellectual property, whether presently existing or hereafter authored, invented, developed, or acquired. Without limiting the foregoing, as between the Parties, Contractor shall solely and exclusively own the systems, methodologies, and technology used to provide the services, all

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

modifications, enhancements, and improvements thereto, and all associated intellectual property rights. No rights or licenses are granted to Metro other than the limited right to receive and use the services under and in accordance with this Agreement. Contractor shall be free to use and incorporate without payment or other consideration to Metro any ideas, suggestions, recommendations, or other feedback provided to Contractor in connection with its provision of the services. Nothing in this Agreement is intended or shall be construed to create any joint authorship, joint inventorship, or similar relationship or endeavor between the Parties.

The obligations set forth in this Section 23 shall survive termination of this Agreement.

Section 24. Entire Agreement

See Section 27 of the Contract for Purchase of Services.

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

SIGNATURES

IN WITNESS WHEREOF, the Parties have caused this Agreement, to be executed in duplicate and signed by their respective officers duly authorized to do so as of the dates given below. Metro executes as the authorized representative of the Plan with respect to the Privacy Addendum to this Agreement.

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

Schedule of Financial Charges

Certain fees and charges identified in this Schedule of Financial Charges will be billed to Metro monthly in accordance with CONTRACTOR's then standard billing practices. However, CONTRACTOR is authorized to pay all fees and charges from the Bank Account unless otherwise specified in this Agreement.

	MEDICAL ADMINISTRATION CHARGES	
Product	Description	Charge
Medical	HRA Open Access Plus (OAP) (All Plans)	\$28.00/employee/month
	MEDICAL NETWORK ACCESS FEE, UTILIZATION MANAGEMENT FEE AND OPTIONAL PROGRAM FEE	
Product	Description	Charge
Medical	HRA OAP Access Fee (All Plans)	Included in Medical Administration Charge
MULTI-YEAR CHARGE/FEE GUARANTEES		
	The maximum increase for the Medical Administration Charge(s) and Network Access Fee(s) for the 2024 Plan Year will be 0.0% over the 2023 Plan Year charges/fees. The maximum increase for the Medical Administration Charge(s) and Network Access Fee(s) for the 2025 Plan Year will be 0.0% over the 2024 Plan Year charges/fees. The maximum increase for the Medical Administration Charge(s) and Network Access Fee(s) for the 2026 Plan Year will be 0.0% over the 2025 Plan Year charges/fees. The maximum increase for the Medical Administration Charge(s) and Network Access Fee(s) for the 2027 Plan Year will be 0.0% over the 2026 Plan Year charges/fees. The above fee guarantees are not applicable to Pharmacy Administration Fee. The above charges/fees are guaranteed for the time periods identified above, provided, however, that CONTRACTOR may revise the above charges/fees pursuant to Section 8 of this Agreement.	

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

	CIGNA CHOICE FUND AND OTHER CONSUMER DIRECTED ACCOUNT ADMINISTRATION SERVICES AND CHARGES	
	Product	Charge
	Cigna Choice Fund Health Reimbursement Account (HRA) Administration	For HRA OAP Products: \$2.25/employee/month Included in Medical Administration Charge
Health Advisor – A	The Health Advisor program focuses on engaging targeted Members related to a variety of wellness and prevention topics, and is designed to facilitate healthy behaviors and promote achievement of health-related goals. The program includes the following components: • Health and wellness coaching on high blood pressure, high cholesterol, healthy eating, physical activity and pre-diabetes using multiple coaching sessions, behavior modification techniques and other motivational interviewing and coaching styles to encourage behavior change that helps Participants reach established goals. • Education and referral coaching on program topics with referral to appropriate internal and external resources available. • Access to educational materials and web based Member tools and resources. • Identification of gaps in care and outreach to Member to provide coaching for those identified with gaps for high cholesterol, high blood pressure, and additional coaching on other gaps in care will also occur. • Support of Participants identified through predictive modeling with certain preference sensitive care conditions by supplying impartial evidence based medical information, to empower Participants to understand the potential benefits/ disadvantages of a specific course of action and make more informed care decisions. • Answering health and medical related questions. • Counseling Participants on prevention and the benefits of compliance with prescribed medications and treatments.	For HRA OAP Only: Included in Medical Access Fee

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

Healthy Awards Account	Administration of Metro's Healthy Awards Account which provides Participants with pre-determined rewards for participation in one or more incentive programs.	For HA Products: Included at No Additional Cost
AMOUNTS OWED TO CONTRACTOR		
CONTRACTOR may pay amounts with its own funds on behalf of Metro or the Plan for charges which Metro or the Plan is obligated to pay under the Agreement including Plan Benefits, Bank Account Payments (including fixed per person payments and pay-for-performance payments to Participating Providers), governmental taxes or assessments and those amounts paid by CONTRACTOR shall be the Metro's financial responsibility. CONTRACTOR is authorized to recover all such amounts from the Bank Account.		
CIGNA PHARMACY BENEFIT MANAGEMENT SERVICES CHARGES AND RELATED PROVISIONS		
PHARMACY ADMINISTRATION FEE		
Cigna Pharmacy Product Administration Fee: \$2.00/employee/month. Included in Medical Administration Charge		
FINANCIAL GUARANTEES FOR DRUGS COVERED UNDER THE PLAN'S PHARMACY BENEFIT		
Covered Drugs Dispensed by Cigna Home Delivery Pharmacy: CONTRACTOR will guarantee the following charges for Covered Drugs dispensed by Cigna Home Delivery Pharmacy, subject to the provisions in the section titled "PBM Pricing – Additional Provisions":		
Brand Drug Claims: For all Cigna Home Delivery Pharmacy Brand Drug Claims, the Metro's guaranteed annual average discount will be AWP minus 27.00%.		
Generic Drug Claims: For all Cigna Home Delivery Pharmacy Generic Drug Claims, the Metro's guaranteed annual average discount will be AWP minus 87.00%.		
Dispensing Fees for Drug Claims: For all Cigna Home Delivery Pharmacy Brand Drug Claims and Generic Drug Claims the Metro's guaranteed annual average Dispensing Fee will be \$0.00.		
Covered Drugs Dispensed by Retail Pharmacies in 30-day* supplies: CONTRACTOR will guarantee the following charges for Covered Drugs dispensed by Retail Pharmacies in 30-day supplies, subject to the provisions in the section titled "PBM Pricing – Additional Provisions":		
*A 30-day supply means any Covered Drug dispensed by a Retail Pharmacy in an amount less than an 83-day supply.		
Brand Drug Claims: For all Retail Pharmacy Brand Drug Claims, the Metro's guaranteed annual average discount will be AWP minus 19.25%.		
Generic Drug Claims: For all Retail Pharmacy Generic Drug Claims, the Metro's guaranteed annual average discount will be AWP minus		

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

83.50%.

Dispensing Fees for Both Brand Drug Claims and Generic Drug Claims: For all Retail Pharmacy Brand Drug Claims and Generic Drug Claims, the Metro's guaranteed annual average Dispensing Fee will be \$0.50.

Covered Drugs Dispensed by Retail Pharmacies in 90-day supplies:** CONTRACTOR will guarantee the following charges for Covered Drugs dispensed by Retail Pharmacies in 90-day supplies, subject to the provisions in the section titled "PBM Pricing - Additional Provisions":

****A 90-day supply means any Covered Drug dispensed by a Retail Pharmacy in an amount equal to or greater than an 83-day supply.**

Brand Drug Claims: For all Retail Pharmacy Brand Drug Claims, the Metro's guaranteed annual average discount will be AWP minus 27.00%.

Generic Drug Claims: For all Retail Pharmacy Generic Drug Claims, the Metro's guaranteed annual average discount will be AWP minus 86.00%.

Dispensing Fees for Both Brand Drug Claims and Generic Drug Claims: For all Retail Pharmacy Brand Drug Claims and Generic Drug Claims, the Metro's guaranteed annual average Dispensing Fee will be \$0.00.

AGGREGATE SPECIALTY DRUG DISCOUNT

CONTRACTOR shall guarantee an aggregate annual average discount of AWP minus 21.00% for covered Specialty Drug prescriptions dispensed by Retail Pharmacies and Cigna Home Delivery Pharmacy. CONTRACTOR's performance will be measured based on analysis of Plan-specific utilization for the contract year.

RECONCILIATION OF PHARMACY BENEFIT MANAGEMENT FINANCIAL GUARANTEES

Pricing Guarantee Calculation. The following calculation will be performed on an aggregated basis for all paid Claims for Covered Drugs processed during the applicable contract year in order to reconcile against the average annual ingredient cost discount guarantees set forth above:

$$1 - \left[\frac{\text{(the total ingredient cost charged to the Metro prior to application of the Plan's Member cost-share requirements)}}{\text{(the total AWP) for all Covered Drugs}} \right]$$

For the purposes of the pricing guarantee calculation, and notwithstanding anything herein to the contrary, the total ingredient cost shall also include the ingredient cost for a Covered Drug for which a Member pays 100% in the form of cost-share. The application of brand and generic pricing may be subject to certain "dispensed as written" ("DAW") protocols and Metro defined plan design and coverage policies for adjudication and Member Copayment purposes. For example, DAW 5 (House Generic) claims will be considered a Generic Drug claim for pricing purposes.

Pricing Guarantee Exclusions. The following Claims or products shall be excluded from the calculation of any pricing guarantee set forth in this

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

Agreement:

- Specialty Drugs, unless otherwise noted in this Schedule of Financial Charges.
- Workers' Compensation Claims.
- Claims for Supplies.
- Non-standard facility Claims (Indian Tribal, Veterans Administration, or Dep. of Defense facilities).
- Limited Distribution Drugs and Exclusive Distribution Drugs.
- Subrogation Claims.
- Repackaged products.
- Products filled through Pharmacies not participating in the network accessed by Metro under this Agreement (including a contracted pharmacy that does not participate in a sub-network or preferred network tier).
- Over-the-counter (OTC) products.
- Secondary Payer Claims.
- Direct Member Reimbursement Claims.
- Compound Drugs.
- Claim reversals.
- Outlier Claims.
- Products identified as prescriptions covered under the federal 340B drug pricing program.
- Claims paid at the Retail Pharmacy's U&C Charge.

RECONCILIATION AND OFFSETS REGARDING FINANCIAL GUARANTEES

CONTRACTOR will report on the guaranteed amounts within one-hundred eighty (180) days following the end of each contract year. Upon reconciliation, CONTRACTOR's performance with respect to each ingredient cost discount or Dispensing Fee offered under this Agreement will be individually measured and reconciled. CONTRACTOR's performance with respect to ingredient cost discount or Dispensing Fee shall not be reconciled in the aggregate.

PBM PRICING – ADDITIONAL PROVISIONS

- For a specific Claim for a Covered Drug dispensed by a Retail Pharmacy or Cigna Home Delivery Pharmacy, and after application of any Plan cost-share requirements, CONTRACTOR shall charge the Metro the lowest of the following amounts:
 - (1) The Prescription Drug Charge; or
 - (2) The pharmacy's submitted U&C Charge, if any.
- For a specific Claim for a Covered Drug dispensed by a Retail Pharmacy or Cigna Home Delivery Pharmacy, CONTRACTOR shall charge the Member in accordance with the terms of the Pharmacy Benefit. For example, for a Covered Drug subject to a fixed dollar

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

copayment requirement, CONTRACTOR shall charge the Member the lowest of the following amounts:

- (1) The fixed dollar copayment for the Covered Drug, if any;
 - (2) The Prescription Drug Charge; and
 - (3) The pharmacy's submitted U&C Charge, if any.
- Home Delivery Pharmacy Dispensing Fees and Dispensing Fee Guarantees are inclusive of shipping and handling. If carrier rates (i.e., U.S. mail and/or applicable commercial courier services) increase during the term of this Agreement, the Home Delivery Pharmacy Dispensing Fee and Home Delivery Pharmacy Dispensing Fee Guarantee will be increased to reflect such increase(s).
 - Unless specifically noted herein, the discounts to Metro for Covered Drugs set forth in this Agreement are not guaranteed to result in an average aggregate discount off the aggregate AWP of all such Covered Drugs.
 - Any pricing guarantees, including any ingredient cost discount or Dispensing Fee guarantee, set forth in this Agreement shall be rendered null and void in the event Metro terminates CONTRACTOR's administration of the Pharmacy Benefit prior to completion of the then-current Plan Year. CONTRACTOR's fees, Rebates (if any), discounts or guarantees (if any) are, among other conditions communicated in this Agreement or otherwise in writing to Metro, contingent on, and assume, adoption by Metro of a specific Formulary, Retail Pharmacy network, and Plan design features (e.g. cost-share structure, utilization/cost management programs).
 - Notwithstanding any other provision of this Agreement, CONTRACTOR may, effective upon written notice to Metro, adjust any or all of the fees, Rebates (if any), discounts or guarantees (if any) in this Agreement to the extent reasonably necessary to preserve the economic value of this Agreement to CONTRACTOR as it existed immediately prior to any of the following events or changes: (a) there are any significant changes in the composition of the CONTRACTOR pharmacy network utilized by Metro hereunder or in such pharmacy network's contract compensation rates, or the structure of the pharmacy stores/chains/vendors that are contracted with CONTRACTOR, including but not limited to disruption in the retail pharmacy delivery model, or bankruptcy of a chain pharmacy; or there is a change in or to the pharmacy network reflected in the pharmacy pricing summary; or (b) there is a change in government laws or regulations which has a significant impact on pharmacy claim costs; or (c) any material manufacturer-rebate contracts with, or for the benefit of, CONTRACTOR are terminated or modified in whole or in part; or (d) there is any legal action or law that materially affects, or could materially affect the manner in which CONTRACTOR's rebate program is administered or an existing law is interpreted so as to materially affect or potentially have a material effect, on CONTRACTOR's administration of the Plan; (e) a major change in market conditions affecting the pharmaceutical or pharmacy benefit management market, a drug shortage in the market, an issue involving the safety of the drug supply, an unexpected introduction of a new drug (e.g. authorized generic), or similar market event occurs; (f) the Pharmacy Benefit enrollment decreases by equal to or greater than ten (10)% from the enrollment on which CONTRACTOR's financial offer is based; or (g) Metro fails

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

to disclose a material feature of the Plan or the Plan's Pharmacy Benefit or there is a change to the Plan's Pharmacy Benefit including but not limited to the Formulary, benefit designs, OTC plans, clinical or trend programs or otherwise that has the effect of lowering the amount of Rebates earned hereunder or materially impacting any guarantee.

DRUG MANUFACTURER-PAYMENT SHARING

Subject to the caveats below, CONTRACTOR will remit to Metro the following portion of Rebates and Manufacturer Administrative Fees that CONTRACTOR collects with respect to utilization of Covered Drugs under the Plan's Pharmacy Benefit:

For All Products:

The greater of: 100.00% of Rebates and Manufacturer Administrative Fees on such utilization dispensed in the full calendar year immediately preceding CONTRACTOR's remittance, or the sum of \$261.59 multiplied by the number of Retail Pharmacy Brand Drug Claims (excluding Specialty Brand Drug Claims) dispensed in 30-day* supplies plus \$518.90 multiplied by the number of Retail Pharmacy Brand Drug Claims (excluding Specialty Brand Drug Claims) dispensed in 90-day** supplies plus \$854.26 multiplied by the number of Cigna Home Delivery Pharmacy Brand Drug Claims (excluding Specialty Brand Drug Claims) plus \$1,163.27 multiplied by the number of Retail Pharmacy Specialty Brand Drug Claims plus \$2,006.25 multiplied by the number of Cigna Home Delivery Pharmacy Specialty Brand Drug Claims processed in such full calendar year.

Caveats:

- (1) CONTRACTOR or its agents contract with drug manufacturers on CONTRACTOR's own behalf, and not as agent of the Metro or the Plan. Rebates are paid based on the contractual terms set forth in this Agreement.
- (2) Should Metro terminate this Agreement before completion of the then-current Plan Year, no Rebates shall be due and owing with respect to that Plan Year, and any Rebate minimum or fixed dollar guarantees shall be null and void, as the payment of Rebates is conditioned on CONTRACTOR exclusively administering the Pharmacy Benefits for the entire Plan Year.
- (3) For percentage-based sharing arrangements, Rebate payout amounts may differ slightly from the stated percentage when payout occurs before manufacturers' final reconciliations and payments are made to CONTRACTOR. For purposes of clarity, CONTRACTOR shall reconcile its performance with respect to any Rebate payment guarantees, including, without limitation, any minimum or fixed dollar guarantees, in the aggregate. Moreover, any amount directly or indirectly provided by a manufacturer or other third party that is allocated to reduce and/or wholly or partially satisfy a Member's cost-sharing obligation for a Covered Drug shall not be considered a "Rebate" for the purposes of Rebate payments to Metro but may be included when reconciling CONTRACTOR's performance against any Rebate

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

minimum guarantee set forth in this Agreement.

- (4) For percentage-based sharing arrangements, the percentage share payment of Rebates shall not include the payment of any Rebates received, if any, for Run-Out Claims, 340b Claims, Medical Specialty Claims, Direct Member Reimbursement Claims, Reversed Claims, and Compound Claims.
- (5) CONTRACTOR may use Rebates otherwise payable to Metro to offset payable Bank Account Payments or other payable fees or charges identified in this Agreement.
- (6) The Rebate payment commitments, including any minimum or fixed dollar guarantees, if any, set forth in this Schedule of Financial Charges are, among any other conditions communicated in this Agreement or otherwise in writing to Metro, contingent on the availability of Rebates to CONTRACTOR and Metro's Pharmacy Benefit applying a 90-day supply limit for Specialty Drugs. and standard days' supply limits. In the event that Metro has adopted, or adopts, a 30-day supply limit for Specialty Drugs, or participates in the Clinical Day Supply Program, CONTRACTOR may revise on an equitable basis the stated Rebate minimum or fixed dollar guarantees, if any, to the extent necessary to reflect CONTRACTOR's revised estimate of Rebates it may collect on a plan design having adopted a days' supply limit for Specialty Drug of less than 90 days or the Clinical Day Supply Program.

Timing of Rebate Pay-Out: Remittance will be provided within ninety (90) days after the close of each applicable calendar quarter for the portion of such calendar quarter that coincides with the Plan Year.

REBATE PAYMENT EXCLUSIONS

The Rebate Guarantee payment obligations set forth in this Schedule of Financial Charges shall exclude the following types of claims and/or products:

- Claims paid pursuant to a Dispense as Written (DAW) 5 code.
- Direct Member Reimbursement Claims.
- Repackaged products.
- Multi-source Brand Drugs.
- Vaccines.
- Compound Drugs.
- Claim reversals.
- Products identified as prescriptions covered under the federal 340B drug pricing program. Metro shall be solely responsible for ensuring that any pharmacy affiliated with or operated by Metro or its affiliate, such as an in-house pharmacy, systematically identifies 340B prescriptions on Claim transactions administered by CONTRACTOR. If such pharmacy fails to systematically identify 340B prescriptions on Claim transactions submitted to CONTRACTOR, then CONTRACTOR may withhold all Rebates, or modify any minimum or fixed dollar Rebate guarantee, otherwise attributable to utilization at such pharmacy.
- Run-Out Claims.

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

- Non-Formulary Drug Claims. Rebate guarantee reconciliation calculations will not include member-submitted coupon copay assistance.			
AGGREGATE LIMITED DISTRIBUTION DRUG AND EXCLUSIVE DISTRIBUTION DRUG DISCOUNT GUARANTEE			
Limited Distribution Drug and Exclusive Distribution Drug Claims: For all covered Limited Distribution Drugs and Exclusive Distribution Drugs that are dispensed to Members by a Cigna Specialty Drug Pharmacy, the Metro's guaranteed annual average aggregate discount will be AWP minus 15.50%.			
PHARMACY VACCINE PROGRAM			
Notwithstanding anything to the contrary in this Agreement or otherwise, the following terms and conditions shall apply to the administration of vaccines by CONTRACTOR under the Cigna Pharmacy Program. Vaccine Claims will adjudicate at the lower of the U&C Charge or the amounts shown in the Vaccine Pricing Schedule below. For Vaccine Claims, the U&C Charge shall be the retail price charged by an in-network participating retail pharmacy for the particular vaccine, including administration and dispensing fees, in a cash transaction on the date the vaccine is dispensed as reported to CONTRACTOR by the in-network participating pharmacy. "Vaccine Claim" means a claim for a Covered Drug which is a vaccine. Notwithstanding anything to the contrary in this Agreement or otherwise, all Vaccine Claims shall be excluded from the calculation, measurement, and payment of any and all financial guarantees, including but not limited to rebate guarantees, ingredient cost guarantees, and dispensing fee guarantees set forth in this Agreement. CONTRACTOR reserves the right to revise and modify the Vaccine Pricing Schedule below, including but not limited to revising or adding an additional Pharmacy Vaccine Administration Fee or Vaccine Program Fee, based on changing market dynamics, the entrant of new vaccines, or changes in law or interpretation of law.			
Vaccine Pricing Schedule * To the extent, if any, Metro's Schedule of Financial Charges includes a Pharmacy Administrative Fee charged on a per prescription basis, then such fee shall apply for Vaccine Claims.			
	Retail Pharmacy INFLUENZA	Retail Pharmacy ALL OTHER VACCINES	Member Submitted Vaccine Claims
Pharmacy Vaccine Administration Fee	Pass-Through (Capped at \$15 per in-network	Pass-Through (capped at \$20 per in-network Vaccine Claim)	Submitted amount

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

	Vaccine Claim)		
Ingredient Cost	Retail Pharmacy Ingredient Cost as set forth in this Agreement	Retail Pharmacy Ingredient Cost as set forth in this Agreement	Submitted amount
Dispensing Fee	Retail Pharmacy Dispensing Fee as set forth in this Agreement	Retail Pharmacy Dispensing Fee as set forth in this Agreement	Submitted amount
Vaccine Program Fee	\$2.50 per vaccine claim		N/A
CIGNA HOME DELIVERY PHARMACY DISCLOSURE			
	Product	Charge	
Cigna Home Delivery Pharmacy (a CONTRACTOR affiliated company(ies))	Specialty drugs dispensed by Cigna Home Delivery Pharmacy and administered under the Plan’s medical benefit. “Cigna Home Delivery Pharmacy” means a duly licensed pharmacy operated by CONTRACTOR or its affiliates, where prescriptions are filled and delivered via the mail service. Cigna Home Delivery Pharmacy may maintain product purchase discount arrangements and/or fee-for-service arrangements with pharmaceutical manufacturers and wholesale distributors. Cigna Home Delivery Pharmacy contract for these arrangements on its own account in support of its pharmacy operations. These arrangements relate to services provided outside of this Agreement and other pharmacy benefit management arrangements and may be entered into without regard to whether a specific drug is on one of the formularies that CONTRACTOR offers to entities like Metro that sponsor group health plans. Discounts and fee-for-service payments received by Cigna Home Delivery Pharmacy are not part of the administrative fees or other charges paid to CONTRACTOR in connection with CONTRACTOR's services hereunder. This provision shall survive termination or expiration of the Agreement.	The drug's charge under a national specialty drug discount schedule that generates a 19.00% annual average aggregate discount off AWP across specialty drug claims dispensed at Cigna Home Delivery Pharmacy to CONTRACTOR's self-funded and insured group-client book of business.	
FEES FOR PROCESSING RUN-OUT CLAIMS			
HRA OAP	Run-Out Period of twelve (12) months CONTRACTOR shall not be required to process Run-Out Claims until it has received full payment of the required fees.	The sum of the last four (4) months of billed fees applicable to the terminated (i)	

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

		Agreement, (ii) Plan benefit option or (iii) Member eligibility.
Pharmacy	Run-Out Period of three (3) months for all pharmacy claims	No Additional Cost
CONTRACTOR COST CONTAINMENT FEES		
CONTRACTOR administers the programs listed below to contain costs with respect to charges for health care service/supplies that are covered by the Plan (the “Cost Containment Programs”). In administering these Cost Containment Programs, CONTRACTOR may contract with vendors to perform various tasks related to the Cost Containment Programs. These Cost Containment Programs include services that are performed on claims that are subject to the federal No Surprises Act and are not otherwise subject to state law (“NSA Services”). CONTRACTOR’s charge for administering a Cost Containment Program is the applicable percentage indicated in the table below of the: 1) “gross savings” (i.e., the difference between the charge the provider made and the allowable amount resulting from the Cost-Containment Program); 2) “net savings” (i.e., the gross savings less the applicable vendor charge); or 3) "gross recovery" (i.e., the amount recovered as a result of the Cost-Containment Program). CONTRACTOR will make a per claim charge to the Bank Account that includes both CONTRACTOR’s applicable Cost Containment Program charge, as shown in the Sections A through C of the table below, and the applicable vendor charge. CONTRACTOR will pay the vendor its charge. For charges for covered services received from a non-Participating Provider (including NSA Services and emergency/urgent care services that are covered at the in-network benefit level), CONTRACTOR may apply discounts available under agreements with third parties or through negotiation of the non-Participating Provider’s charges whether on a claim-by-claim basis or in advance of services being rendered (“Discounts”). The programs for obtaining the Discounts are identified in Section A and Section B of the table below. CONTRACTOR’s per claim charge for administering the programs listed in Section A and Section B of the table below plus any per claim vendor charges associated with those programs shall not exceed \$30,000.00 per claim. Vendor charges for the programs listed in Section A and Section B of the table generally range from 5-11% of gross savings. Specific rates charged by vendors for the programs in Section A and Section B of the table are available upon request, subject to execution of a mutually agreed upon non-disclosure agreement, that shall be subject to and compliant with Applicable Law, to protect the proprietary and trade secret vendor information from unauthorized use/disclosure. The administration of charges for covered services from non-Participating Providers described above and in Section A and Section B of the table below is consistent with the claim administration practices with respect to CONTRACTOR's own health care insurance business, unless state law requires otherwise.		

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

A. Cost Containment for Services/Supplies that are not NSA Services

For services/supplies that are not NSA Services, applying the Discounts may result in higher payments than if the maximum reimbursable charge is applied. Whereas application of the maximum reimbursable charge may result in the patient being balance billed for the entire unreimbursed amount, applying the Discounts may avoid balance billing and substantially reduce the patient's out-of-pocket cost.

If no Discount is available or negotiated, reimbursement will be based upon:

- (i) If charges are not subject to CONTRACTOR's benefit enhancement policy – the plan's maximum reimbursable charge (in which case the patient may be balance billed by the non-Participating Provider if the provider's charge exceeds the plan's maximum reimbursable charge); or
- (ii) If charges are subject to CONTRACTOR's benefit enhancement policy – depending upon the Metro's election:
 - a. the amount of the non-Participating Provider's billed charge not exceeding the greater of a CONTRACTOR determined percentage of the Medicare allowable amount (the 80th percentile of the reasonable and customary charge if there is no Medicare allowable charge) or the amount required by state or federal law (in some instances, the patient may be balance billed by the non-Participating Provider if the provider's charge exceeds such amount), or
 - b. the provider's billed charge.

Non-Participating Provider Cost Containment Programs for Services/Supplies that are not NSA Services

1.	Network Savings Program	29% of net savings
2.	Supplemental Network	29% of net savings
3.	Medical Bill Review – (Pre-payment Cost Containment for Non-contracted claims):	
	Inpatient Hospital Bill Review	
	• Professional Fee Negotiation	29% of net savings
	• Line Item Analysis Re-pricing	Lesser of 5% of hospital bill or the gross savings achieved
	Outpatient Hospital Bill Review	

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

	Professional Fee Negotiation	29% of net savings
	Line Item Analysis Re-pricing	29% of net savings
	Physician/Professional Bill Review	
	Professional Fee Negotiation	29% of net savings
	Line Item Analysis Re-pricing	29% of net savings
4.	For employers that are subject to state laws providing protections from surprise bills: Payment based on amounts other than Network Savings Program, Supplemental Network, and Medical Bill Review. These payments include amounts determined through negotiation or independent dispute resolution under state law. (The charges indicated in the column to the right include the fees charged by government departments or agencies for administering the independent dispute resolution process and the fees charged by entities conducting independent dispute resolution.)	29% of net savings
B. Cost Containment for NSA Services For NSA Services, CONTRACTOR will issue initial payments at amounts determined by CONTRACTOR or its vendors ("Initial Allowed Amount"). The Initial Allowed Amount may be based on Discounts and may be higher than, equal to, or lower than the qualifying payment amount, as calculated by CONTRACTOR ("QPA"). Patient cost-share will be based on the lower of the QPA, the non-Participating Provider's billed charges, the amount determined by CONTRACTOR to be required by state law (if applicable), or the Initial Allowed Amount. Patient cost-share will not increase as a result of negotiations or independent dispute resolution determinations under the No Surprises Act. If additional payment above the Initial Allowed Amount is owed as a result of negotiations or independent dispute resolution under the No Surprises Act, CONTRACTOR, as agent for the Metro, shall make Bank Account Payments from the Bank Account in the amount of such additional payment.		
Non-Participating Provider Cost Containment Programs for NSA Services		
1.	Network Savings Program	29% of net savings
2.	Supplemental Network	29% of net savings
3.	Medical Bill Review – (Pre-payment Cost Containment for Non-contracted claims):	
	Inpatient Hospital Bill Review	
	Professional Fee Negotiation	29% of net savings

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

	Line Item Analysis Re-pricing	Lesser of 5% of hospital bill or the gross savings achieved
	Outpatient Hospital Bill Review	
	Professional Fee Negotiation	29% of net savings
	Line Item Analysis Re-pricing	29% of net savings
	Physician/Professional Bill Review	
	Professional Fee Negotiation	29% of net savings
	Line Item Analysis Re-pricing	29% of net savings
4.	Payment based on amounts other than Network Savings Program, Supplemental Network, and Medical Bill Review. These payments include amounts determined through negotiation or independent dispute resolution under the No Surprises Act. (The charges indicated in the column to the right include the fees charged by government departments or agencies for administering the independent dispute resolution process and the fees charged by entities conducting independent dispute resolution.)	29% of net savings
C. Other Cost Containment Programs		
1.	Clinical Complex Claim Review – (Pre- or Post-payment Cost Containment for Non-contracted and Contracted claims):	
	Bill Audit	29% of the gross savings/gross recovery achieved plus hospital fees or expenses passed through
	Diagnosis Related Grouping (DRG) Validation/Audits and Recovery. An overpayment audit and recovery program in which CONTRACTOR or its vendors review paid claim data to identify overpayments based on inaccurate DRG coding.	29% of gross savings/gross recovery plus any fees or expenses passed

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

		through by the hospital or regulatory agency
	• Medical Implant Device Audits	29% of the gross savings/gross recovery
2.	COB Vendor Recoveries [Exclusive of pharmacy programs where claims are adjudicated at time prescription is received.]	29% of the gross recovery
3.	Secondary Vendor Recovery Program	29% of the gross recovery
4.	Provider Credit Balance Recovery Program	29% of the gross recovery
5.	High Cost Specialty Pharmaceutical Audits (this service is only provided with respect to Medical coverage)	29% of the gross recovery
6.	Eligibility Overpayment Recovery Vendor Services. Identification and recovery of funds in situations where the overpayment is due to the late receipt of Member termination information. (This service is only provided with respect to Medical coverage).	29% of the gross recovery
7.	Class Action Recoveries	35% of the gross recovery
8.	Subrogation/Conditional Claim Payment. Identification, investigation and recovery of claim payments involving other party liability or where another entity is responsible for payment (including by way of example but not by limitation automobile insurance, homeowner insurance, commercial property insurance, worker's compensation). (This service is only provided with respect to Medical coverage). Contractor shall obtain the consent of the Metropolitan Department of Law prior to retaining counsel.	5% of recovery plus litigation costs if counsel is retained; and an appearance is filed on behalf of Contractor or Metro in any litigation, or a lawsuit is filed on their behalf; 29% of recovery if no counsel is retained and in all other instances, including cases where state law requires that employee benefit plans be named as party defendants or

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

		involuntary plaintiffs.
CONTRACTOR PHARMACY COST CONTAINMENT FEES		
CONTRACTOR administers the following programs to contain costs with respect to charges for health care service/supplies that are covered by the Plan. In administering these programs, CONTRACTOR contracts with vendors to perform program related services. CONTRACTOR's charge for administering these programs is the percentage (indicated below) of the "recovery" (i.e. the amount recovered) as applicable.		
1.	Pharmacy Vendor Recoveries. CONTRACTOR performs periodic audits of contracted pharmacies in order to determine the accuracy of payments to the pharmacy(ies). CONTRACTOR's recovery vendor collects and remits to CONTRACTOR all overpayments to pharmacy(ies), and CONTRACTOR remits to the Bank Account the balance collected from the recovery vendor, less the recovery fee set forth herein.	30.00% of recovery
2.	Class Action Recoveries. CONTRACTOR identifies, monitors and may (but is not required to) participate, on behalf of Metro, in class action lawsuits or similar legal proceedings against pharmaceutical manufacturers, including, without limitation, lawsuits alleging legal or equitable claims like fraud, anti-trust violations, or unfair trade practices by a manufacturer. As part of this authority, CONTRACTOR may participate in a settlement, exclude Metro from a settlement and/or otherwise represent Metro's interests outside the settlement. CONTRACTOR collects and retains as a recovery fee set forth herein of any recovery (net of attorneys' fees) attributable to Metro's Plan.	35.00% of recovery
CARE MANAGEMENT/COST CONTAINMENT PROGRAM FEES		
	CONTRACTOR arranges for third parties to provide care management services to: (i) contain the cost of specified health care services/items overall with respect to all plans insured and/or administered by CONTRACTOR, and/or (ii) improve adherence to evidence based guidelines designed to promote patient safety and efficient patient care. Charges for these services will be processed through the Bank Account.	Specific vendor fees and care management program services are available upon request.
	Medical Management (inclusive of Medical Necessity Review) of Chiropractic services.	National Average is \$0.16 PMPM; rates vary by market and are available upon request.

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

	Care coordination of in-home hospital level care (acute and post-acute Plan Benefits) provided by Participating Providers. The per episode charge is subject to adjustment based on vendor achieving or not achieving total cost of care savings, upon post-episode reconciliation. Vendor's fee is distinct from payment for Plan Benefits.	Per episode charge may vary by market. Vendor, program information, and agreed upon rates available upon request.
	In addition to such third parties, CONTRACTOR has arranged for an affiliate, eviCore, to provide the following care management/cost-containment programs:	
	Pre-certification of coverage of radiation therapy services.	\$912.00 per episode of care (EOC)
	Pre-certification of coverage of diagnostic cardiology services. <i>(If Metro has elected Basic Standard Medical Management (see Administration Charges section above) this program and charge is not applicable to that membership).</i>	\$0.19 PMPM
	Pre-certification of coverage of medical oncology services.	\$1,050.00 per episode of care (EOC)
	Pre-certification of coverage of musculoskeletal therapy services. <i>(If Metro has elected Basic Standard Medical Management (see Administration Charges section above) this program and charge is not applicable to that membership).</i>	\$0.40 PMPM
	Services related to the coverage of high tech radiology which may include pre-certification. In certain instances, the Plan will pay eviCore a fee on a per member/per month basis for pre-certification, arranging care, and other services that eviCore may render. Such reimbursement will be in addition to the amount that the Plan pays to reimburse the provider through which eviCore arranged for the provision of the service or supply, which will be based on eviCore's contracted rate with that provider. In such instances, Plan Benefits and member cost-share will be determined based on the rate that eviCore contracted to pay the provider for the provision of the service or supply. <i>(If Metro has elected Basic Standard Medical Management (see Administration Charges section above) this program and a charge is not applicable to that</i>	Fee reimbursement method and rates may vary by market and are available upon request.

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

	<i>membership).</i> eviCore may also charge for services related to the provision of high tech radiology as described below in “Other Vendors and Health Care Services Providers.”	
	Pre-certification of coverage of gastroenterology services. <i>(If Metro has elected Basic Standard Medical Management (see Administration Charges section above) this program and charge is not applicable to that membership).</i>	\$0.09 PMPM
	Pre-certification of coverage for appropriate setting of care/service for high tech radiology services <i>(If Metro has elected Basic Standard Medical Management (see Administration Charges section above) this program and charge is not applicable to that membership).</i>	No more than \$0.20 PMPM. Billing method may vary by market and is available upon request.
	Pre-certification of coverage for appropriate setting of care/service for certain medical oncology drugs (redirection may be to Accredo, a CONTRACTOR affiliate).	30.00% of shared savings (where savings is derived from the difference between drug dose cost at higher cost provider initially requested and drug dose cost at lower cost provider). Fee shall not exceed \$5,000.00 per dose for a maximum of three doses resulting in a maximum total of \$15,000.00. Note: CONTRACTOR may retain a portion of the shared savings fee before reimbursing eviCore.

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

	Pre-certification of coverage of sleep management services. <i>(If Metro has elected Basic Standard Medical Management (see Administration Charges section above) this program and charge is not applicable to that membership).</i>	\$0.11 PMPM
	Network management and care coordination of coverage of home health, durable medical equipment and home infusion services.	\$0.31 PMPM
	CONTRACTOR may revise charges/fees by giving Metro at least sixty (60) days' prior written notice.	
EXTERNAL REVIEW AND CONSULTATIVE REVIEW FEES		
	When a Member elects an External Review (as that term is defined in the Patient Protection and Affordable Care Act (PPACA)) of a benefit determination by an independent third party, the cost of a specific third party review is dependent on the nature and complexity of the issue on appeal. Third party review charges will be commensurate with the level of expertise necessary and the time required to complete the review.	\$500-\$1,500 Review
STRATEGIC ALLIANCES		
	CONTRACTOR contracts directly or indirectly with other managed care entities and third party network vendors for access to their provider networks and discounts. These third parties charge a network access fee, which is included in CONTRACTOR's monthly charges, as a result of the application of their discounts. Additional details regarding specific charges will be provided upon request.	All Medical Products
OTHER VENDORS AND HEALTH CARE SERVICES PROVIDERS		
	The fixed per person per period and/or fee-for-service charges that CONTRACTOR has directly or indirectly negotiated with Participating Providers for in-network health care services and/or supplies will be charged to the Bank Account and will be used in calculating any applicable Member cost-sharing. In addition, performance-based payments to Participating Providers will be charged to the Bank Account. Such payments will be at the payment rates then in effect, which may be amended from time to time. For certain types of specialty care, including, but not limited to, home health care, durable medical equipment, sleep management, high tech radiology, chiropractic care, acupuncture, physical medicine (such as physical and occupational therapy), speech therapy, orthotics and prosthetics, implants, and hearing, in certain markets CONTRACTOR may contract	All Products

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

	with various third parties and/or affiliated companies, including eviCore, (“Specialty Vendors”) to arrange for the provision of care through their own networks of health care providers on a fee-for-service basis. In addition to arranging for care through their own networks of providers, these Specialty Vendors may also provide additional services, including utilization management services and case management services designed to (i) improve adherence to coverage guidelines; and (ii) contain overall healthcare costs to the Plan. Specialty Vendors are included within the definition of “Participating Provider” set forth in this Agreement and in any benefit booklet covering the Plan. When care is arranged through a Specialty Vendor’s network of providers, the form of reimbursement to the Specialty Vendor will be through one of the following methods: • <u>Fee-For-Service Payment</u>: In certain instances, the Plan will pay the Specialty Vendor rather than the treating provider on a fee-for-service basis as a claim for Plan Benefits. The Specialty Vendors’ fee-for-service charges may be higher than the amounts that the Specialty Vendor contracts to pay the provider for the provision of any particular service or supply, and some portion of the Specialty Vendor’s charges may be attributable to the services that the Specialty Vendor provides in addition to those services or supplies provided by the Specialty Vendor’s network of providers, including any utilization management services and case management services. In such instances, Plan Benefits and member cost-share will be determined based on the Specialty Vendor’s charges according to Plan terms. • <u>Administration Capitation Payment</u>: In certain instances, the Plan will pay the Specialty Vendor a fee on a per member/per month basis for arranging care and other services that the Specialty Vendor may render. Such reimbursement will be in addition to the amount that the Plan pays to reimburse the provider through which the Specialty Vendor arranged for the provision of the service or supply, which will be based on the Specialty Vendor’s contracted rate with that provider. In such instances, Plan Benefits and member cost-share will be determined based on the rate that the Specialty Vendor contracted to pay the provider for the provision of the service or supply. • <u>All-Inclusive Capitation Payment</u>: In certain instances, the Plan will pay the Specialty Vendor a fee on a per member/per month basis that covers (i) the services that the Specialty Vendor may render, including arranging care, and (ii) the fees charged by the provider through which the Specialty Vendor arranged for the provision of the service	
--	---	--

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

	or supply. In such instances, Plan Benefits and member cost-share will be determined based on the rate that the Specialty Vendor contracted to pay the provider for the provision of the service or supply. CONTRACTOR's arrangements with Specialty Vendors are subject to change at any time, and upon request, additional information can be provided that identifies current Specialty Vendors, their area of specialty(ies), whether they are CONTRACTOR affiliates, and the form of payment that they currently receive.	
	Notwithstanding the terms of the Plan, CONTRACTOR shall not administer Member cost-sharing with respect to charges made by Cricket Health, Inc. for its personalized, evidence-based approach to managing chronic kidney disease and end-stage renal disease for clinically eligible Members in CA and such cost-sharing expenses shall, instead, be reimbursed by the Plan (not applicable if Metro has opted out).	All Products (excluding HSA Products)
	NOTICE REGARDING PAYMENTS FROM THIRD PARTIES	
Rebate and Other Remuneration Disclosure (Pharmacy)	CONTRACTOR or its affiliates may contract with pharmaceutical manufacturers or other third parties for Rebates, Manufacturer Administrative Fees, and other remuneration on its or their own behalf and for its and their own benefit, and not on behalf of Metro or the Plan. Accordingly, unless otherwise specified in this Schedule of Financial Charges, CONTRACTOR and its affiliates retain all right, title and interest to any and all actual Rebates, Manufacturer Administrative Fees, and other remuneration received from manufacturers or other third parties; neither Metro, its Members, nor Metro's Plan retains any beneficial or proprietary interest in any such remuneration, which shall be considered part of the general assets of CONTRACTOR and its affiliates. As an example of the remuneration other than Rebates or Manufacturer Administrative Fees that CONTRACTOR or its affiliates may earn, CONTRACTOR or its affiliates may also directly or indirectly earn from pharmaceutical manufacturers remuneration in connection with value payments and/or services that CONTRACTOR provides to Metro ("Value-Based Payments"). Notwithstanding anything in this Agreement to the contrary, any Value-Based Payments earned by CONTRACTOR or its affiliates are separate and apart from any Rebates or Manufacturer Administrative Fees that CONTRACTOR or its affiliates directly or indirectly earn from pharmaceutical manufacturers, and CONTRACTOR and its affiliates may retain any Value-Based Payments it earns. As examples of the value payments and/or services that CONTRACTOR may provide to Metro in connection with Value-Based Payments that CONTRACTOR or its affiliates may earn,	All Pharmacy Products

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

	CONTRACTOR may provide care management or related services to Metro and/or remit to Metro monetary credits if Members discontinue therapy on certain pharmaceutical products. Information regarding any services, and/or monetary credits or other financial value, for which Metro may be eligible with respect to specific pharmaceutical products or therapeutic classes/conditions, including the products for which monetary credits or other financial value may be available to Metro, the amount of that value, and other payment terms, is available upon request. Any value payments and/or services provided by CONTRACTOR to Metro are subject to change or termination by CONTRACTOR as the value program(s), if any, offered by CONTRACTOR change(s) or terminate(s). Information on the projected aggregate amount of such Rebates with respect to the Plan Pharmacy Benefit will be provided upon request. This provision shall survive termination or expiration of the Agreement.	
Rebate and Other Remuneration Disclosure (Medical)	CONTRACTOR may directly or indirectly receive and retain payments under contracts with pharmaceutical manufacturers or third parties with respect to Members' utilization of the manufacturer's products covered under the Metro's Plan medical benefit. These payments may include rebates, service fees (e.g. administrative fees), or other remuneration. CONTRACTOR directly or indirectly contracts with pharmaceutical manufacturers or other third parties for any remuneration on its own behalf, based on its book of business, and for its own benefit, and not on behalf of Metro or the Plan. Accordingly, CONTRACTOR retains all right, title and interest to any and all such remuneration received from manufacturer; neither Metro, its Members, nor Metro's Plan retains any beneficial or proprietary interest in any such remuneration, which shall be considered part of the general assets of CONTRACTOR. This provision shall survive termination or expiration of the Agreement.	All Medical Products
Implementation/Referral Fee Disclosure	From time to time, CONTRACTOR, directly or through its affiliates, arranges with third parties (e.g., service vendors, provider network managers) to provide various services (e.g., cost-containment services or health care services) in connection with the Plan. CONTRACTOR and its affiliates may receive payments from such third parties to help defray CONTRACTOR's expenses associated with its implementation and/or ongoing administration of these arrangements or as a reimbursement for services or network access provided to such parties by CONTRACTOR. CONTRACTOR may also receive	All Products

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

	compensation from third-party vendors that Metro may retain based upon a referral from CONTRACTOR or that Members may utilize following an introduction facilitated by CONTRACTOR or an affiliate. CONTRACTOR may also receive: • network administration fees from some providers participating in its provider network, • credits from banks on balances in accounts utilized to administer claims, • non-material incidental compensation/benefits from other source as a result of administering the Plan.	
COMPLIANCE ASSISTANCE		
	CONTRACTOR shall provide the following services to assist Metro in meeting its compliance obligations under section 2715 of the Public Health Service Act as added by the Patient Protection and Affordable Care Act and applicable regulations with respect to the provision of the Summary of Benefits and Coverage (“SBC”), translation notice and glossary. Applicable to all medical plans including HRA and FSA which are considered "group health plans" subject to the SBC requirements.	
1.	Preparation of SBC, translation notice. CONTRACTOR will not be responsible for any changes that Metro makes to the SBC.	No charge
2.	Provide SBC, translation notices prepared by CONTRACTOR to Metro electronically as well as any updates or material modifications.	No charge
3.	Include in SBC a summary of benefits administered by carve-out vendor if Metro or carve-out vendor provides CONTRACTOR with necessary carve-out benefit information at least twelve (12) weeks prior to the date the SBCs are to be delivered to Metro.	\$500 for each benefit option under the Plan for which carve-out vendor benefits are included in SBC
ADDITIONAL SERVICES		
Service	Description	Charge
Behavioral Health	Access to inpatient and outpatient behavioral health services and focused utilization review and case management for both inpatient and outpatient, in-network behavioral health services. When applicable, only to Members in CA/VI.	For HRA OAP Products: Included in Medical Access Fee

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

Comprehensive Maternity Program	Cigna Healthy Pregnancies, Healthy Babies™ program is a comprehensive maternity management program. The goal of the program is to reduce the number of pre-term and underweight babies by promoting a healthy pregnancy. Expectant mothers can enroll using either the Cigna Pregnancy App (no additional cost for both Apple and Android platforms), or call to speak with a HPHB team member over the phone. The program delivers education and telephonic support to pregnant women through the post-partum period. Nurses answer medical related questions and make suggestions for behavior changes and medical interventions aimed at improving the health of the mother and baby. Program support also covers preconception and infertility. Financial incentives may be awarded to women at the completion of this self-referral program based on the trimester enrolled. <u>Incentives Elected:</u>	
	Option 3 (Low): \$150 – 1st Trimester/\$ 75 – 2nd Trimester	For HRA OAP Products: Included in Medical Access Fee
Comprehensive Oncology Program	<u>The Cigna Cancer Support Program</u> - A program designed to deliver comprehensive oncology support targeting Members through all stages of cancer; from those newly diagnosed, in post cancer care, in active treatment and with or without complications and/or end of life status. The program addresses cancer prevention through education; providing assistance to Members in active treatment, utilizing evidence based clinical resources, development of survivorship plans for cancer survivors, and supporting Members and their families with end-of-life decisions if appropriate.	For HRA OAP Products: Included in Medical Access Fee
Pharmacy Clinical Program(s)	<u>inMynd</u> - is a clinically-based Member and provider comprehensive behavioral health program that includes regular retrospective review of pharmacy and medical claim data to identify certain "at risk" (i.e., members with complex psychiatric conditions using multiple psychotropic medications) member utilization patterns to help both members and providers better recognize, treat and support mental and behavioral health conditions. <u>Narcotics Therapy Management</u> - is a clinically-based provider program that consists of a quarterly, retrospective review of pharmacy and medical claims data which helps to identify those individuals with utilization patterns that may be indicative of risk of substance abuse, overdose, or diversion.	Included at No Additional Cost

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

Pharmacy Utilization Management Program	Essential Package - a utilization management program under which some pharmaceutical products are subject to one or several coverage limitations, including prior authorization, step therapy and/or quantity limits. Under a prior authorization requirement, the requested drug is generally reviewed for clinical appropriateness based on the intended use in therapy. Under a step therapy requirement, the Member generally must try one or more preferred products, or demonstrate why trying the preferred product(s) would be clinically inappropriate, in order to obtain coverage for the requested drug.	Included in Pharmacy Administration Fee
Clinical Program	A targeted condition medication therapy management program in which CONTRACTOR provides support for Members using specialty medications for certain chronic conditions and that are obtained or administered at retail pharmacies or outpatient, office or home health care settings. As part of the program, Members are counseled on their condition, medication side effects, and importance of adherence. For the sake of clarity, if a specialty pharmacy affiliate of CONTRACTOR provides therapy management for specialty medications the pharmacy dispenses to Members, then it does so in its capacity as a specialty pharmacy and not on behalf of CONTRACTOR; CONTRACTOR does not exert direction or control over the pharmacists at any specialty pharmacy affiliate.	Included at No Additional Cost
SafeGuardRx Program	A medication therapy management and cost containment program for select therapeutic conditions such as but not limited to oncology, inflammatory conditions, and multiple sclerosis and select drugs within therapeutic categories. This program seeks to help reduce drug therapy costs through its program offerings. For example, Metros may qualify for the payment of discontinuation drug therapy credits and/or the reimbursement of drug therapy through drug cost caps, on select medications and therapeutic conditions. This program may also provide for Member outreach or counseling on select medications. CONTRACTOR reserves the right to revise, modify, or terminate this program, in whole or in part, at any time. Additional and specific program information is available upon request.	Included at No Additional Cost
Your Health First	A proactive health education and improvement program for Members with a chronic condition. The program involves services that span across the Member's health needs. Behavioral coaching principles and evidence based medicine guidelines are utilized to optimize self-management skills and foster sustained health improvements. The program targets a chronic population at high risk for near term and future high cost medical expenses. Members are identified as having a chronic condition through a variety of sources which may include: claims data, referrals, and self-identification. A variety of	For HRA OAP Products: Included in Medical Access Fee

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

	resources is provided to those with a chronic condition, including access to online tools, personalized support, and targeted materials. The program includes the following components for those with a chronic condition: • Chronic condition-specific coaching • Pre- and post-discharge calls • Lifestyle management coaching: stress, weight management and tobacco cessation • Treatment decision support and coaching	
MotivateMe [®] Incentives Program	The MotivateMe incentive program allows Metros to reward Members for taking steps to achieve health goals or make progress towards improving their health. Participating Members can earn rewards for active participation in CONTRACTOR's health improvement programs and activities that focus on prevention, lifestyle and behavior modification and disease management. Participating Members track their incentive activity online and earn rewards as has been designated per the Metro's annual elections. Reward types include: HRA and Healthy Awards Account fund deposits, debit and/or gift cards, and Metro self-administered awards such as HSA fund deposits, healthcare premium adjustment and payroll deposit.	
	Engage Package - includes administration of Metro selected CONTRACTOR standard Incentives Program which provides Participating Members with Metro's pre-determined rewards. Activity to trigger incentives may include, but is not limited to, participation in the following available programs: Personal Health Analysis (CONTRACTOR's health assessment), Social Health and Wellness, Wellness Screening (biometric), Online Health Coaching, Pre-Diabetes Digital Coaching, Self-Reported Activities, Steerage (Cigna Home Delivery, Cigna Care Designation, Cigna's Center of Excellence facility steerage), Health Coaching by Phone, Case Management, Preventive Care (claim verified), Metro specific programs and Achieve Health Goals (biometric outcomes).	For HRA OAP Products: Included in Medical Administration Charge

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

Omada Diabetes and Hypertension Program	CHLIC will facilitate the offering of the Omada Diabetes and Hypertension Program to Employer's eligible Members (fees include devices/supplies).	Hypertension Condition* \$53.00 Per Participant Per Month Program Fee Diabetes Condition \$82.00 Per Participant Per Month Program Fee Diabetes and Hypertension Conditions \$91.00 Per Participant Per Month Program Fee *NOTE: Members participating in both DPP and Hypertension programs (member having both conditions), will be charged the fees from the DPP program as well as an incremental fee to cover the Hypertension condition of \$15.00 Per Participant Per Month.
---	---	--

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

Transparency in Coverage and Consolidated Appropriations Act, 2021	CONTRACTOR will make available an internet-based self-service tool for use by Members, as well as certain data in machine-readable file format on a public website, as required under the Transparency in Coverage rule. Members can access the cost estimator tool on myCigna.com. Updated machine-readable files can be found on Cigna.com and/or CignaForMetros.com on a monthly basis. Pursuant to Consolidated Appropriations Act (CAA), Section 106, CONTRACTOR will submit certain air ambulance claim information to the Department of Health and Human Services (HHS) in accordance with guidance issued by HHS. Subject to change based on government guidance for CAA Section 204, CONTRACTOR will submit certain prescription drug and health care spending information to HHS through Plan Lists Files (P1-P3) and Data Files (D1-D8) (D1-D2 for Metros without integrated pharmacy product) aggregated at the Market Segment and State level, as outlined in guidance.	Included in Medical Administration Fee
--	---	---

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

Metro Fund(s)		
	Contractor shall establish the following fund(s) to assist the Metro in defraying certain Plan-related expenses. If Contractor performs a service to be reimbursed by the fund, the fund amount shall be credited during the following settlement. If an external vendor provides the service to be reimbursed by the fund, an invoice from the vendor is required prior to application of fund amounts by Contractor. Any fund shall be extinguished upon notice of termination of the Agreement and any fund amount not used prior to the notice of termination of the Agreement shall only be available to Metro for the purpose of funding the cost of those reimbursable services provided prior to such notice of termination.	
Implementation Fund	Contractor shall make available to Metro the designated amount to be used by Metro to: defray its non-standard expenses associated with implementing a new Plan or program subject to the following terms: Fund amount: \$ 75,000.00 Fund effective date: January 1, 2023 – December 31, 2023	Included at No Additional Charge
Annual Client Fund	Contractor shall make available to Metro the designated amount to be used by Metro to: defray its non-standard expenses associated with innovation of a new Plan or program subject to the following terms: Fund amount: \$35.00 per enrolled Employee Fund effective date: January 1st of each policy year Fund will remain in effect until: December 31st of each policy year Unused amounts will carry over and be available for use until: the end of the following policy year	Included at No Additional Charge

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

Exhibit A - Plan Booklet

Resolution RS 2007-1 of the Metropolitan Council established the 2008 Account Based Self-Insured Medical Plan. Resolutions 2008-448 and 2010-1338 amended the Account Based Self-Insured Medical Plan. Highlights of that Plan are attached as Exhibit A.

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

Exhibit B – Services

BANKING AND ADMINISTRATION		
Excluding Health Savings Account		
	Furnishing CONTRACTOR's standard Bank Account activity data reports to Metro as and when agreed upon. CONTRACTOR's administration of the Plan does not include performing obligations, if any, under state escheat or unclaimed property laws. It is Metro's responsibility to determine the extent to which these laws may apply to the Plan and to comply with such laws.	All Products
	If Metro 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, Contractor shall file such forms and pay such assessment on covered lives on behalf of Metro through the Bank Account to the extent set forth in section 63. Such obligation shall end immediately upon Metro's failure to provide any information required by Contractor to fulfill this obligation, the failure to comply with any requirement imposed upon Metro pursuant to the Act or the failure of Metro to properly fund the Bank Account. Contractor shall file applicable forms and pay assessments/surcharge on covered lives on behalf of Metro in accordance with and as required by other applicable state law and regulations including: Massachusetts Uncompensated Care Trust Fund Maine Dirigo Health Reform Act Louisiana High Risk Health Insurance Association Fund	All Medical and Pharmacy Products
CLAIM ADMINISTRATION		
Excluding Health Savings Account		
	Calculation of benefits, check preparation and communications through Contractor's standard processes;	All Products
	Preparation and delivery of Contractor's standard claim forms to Metro for issuance to Members;	All Products
	Investigation of claims, as necessary;	All Products
	Discussion of claims, where appropriate, with providers of health services;	All Products
	Performance of internal audits of Plan Benefit payments on a random sample basis;	All Products
	Application of claim control procedures;	All Products
	Response to Insurance Department complaints.	All Products

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

	Shared toll-free telephone service for Metro calls to Contractor Claim office	All Products
	Member services and provider relations services;	All Products (excluding Pharmacy)
	Explanation of Benefit (“EOB”) statements when applicable;	
	Notification to Members of denied Plan Benefit claims, the reason for the denial and appeal rights; and	
	Eligibility verification using monthly Member eligibility list updated by Metro.	All Products
Medical Only		
	Contractor’s standard enrollment forms are prepared and delivered to Metro for distribution to individuals eligible to enroll in the Plan.	All Medical Products
	CONTRACTOR’s standard ID card with toll-free telephone number are prepared and mailed directly to Members.	All Medical Products
	Administration of subrogation/conditional Claim Payment (terms described in Exhibit E).	All Medical Products
Health Reimbursement Arrangement Only		
	Providing reimbursement request forms to Metro.	HRA and HA Products
	Metro will make available specific funds to eligible employees enrolled in the Health Reimbursement Arrangement Medical Option (“ HRA and HRA Members ”) At the end of each reimbursement period of the Plan Year, Contractor shall issue checks to HRA Members (or their medical provider, if appropriate) to the extent of the maximum amount of reimbursement allowed by Metro reduced by prior reimbursements for the same period of coverage, for the amount that is determined by it to be proper under the Plan.	HRA and HA Products
	Allowable expenses for reimbursement under a HRA include all allowable health-related expenses, pursuant to I.R.C. Section 213 except where reimbursement under a HRA is prohibited. The Metro can further limit the allowable expenses to one of the following options: • expenses allowed under the Plan • expenses allowed under the Plan, plus any or all of the following allowable under IRC Section 213: ___ pharmacy expenses provided by CHC or another carrier ___ mental health expenses covered by a separate CIGNA HealthCare (CHC) or non-CIGNA HealthCare behavioral plan. ___ dental expenses	HRA and HA Products

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

	plus Metro can add bundles of allowable expenses such as: ___ vision expenses ___ complimentary care expenses ___ wellness expenses ___ premium expenses ___ over-the-counter drug expenses • all health-related expenses pursuant to IRC Section 213, except any or all of the following: ___ pharmacy expenses provided by CIGNA HealthCare or another carrier ___ vision ___ dental expenses	
	HRA Member account balances will remain open after conclusion of the Plan Year for a period of one year, (the " Run Out Period "), so that HRA Members can submit any remaining expenses incurred during the Plan Year.	HRA and HA Products
	Requests of terminating HRA Members will continue to be processed for one year following termination for any expenses incurred prior to their Membership termination date up to the originally selected goal amount, minus prior reimbursements.	HRA and HA Products
	HRA Reimbursement Checks will be mailed directly to providers for all non co-pay medical expenses, if the HRA Member has assigned or authorized the payment of the claim to a provider and all provider information is available. Reimbursements for medical co-payments will be mailed directly to HRA Members at their home addresses with a detailed explanation of the reimbursement, as well as the account balance. (Note: When pharmacy claims are covered and Contractor administers the pharmacy benefits, the HRA will automatically pay the pharmacy at the point of prescription purchase for all HRA Member obligations under the pharmacy plan including deductibles, co-pays, and/or coinsurance obligations.) HRA Member's will not receive an Explanation of Benefits for these payments.	HRA and HA Products
	Providing information on account balances and submitted claims to HRA Members calling the number on the ID card. In addition, HRA Members will have access to account information via Internet and Interactive Voice Response.	HRA and HA Products
	Medical claims processed but unpaid by Contractor will be automatically submitted for reimbursement from the HRA Member's HRA. Such "rollover" claims will be processed without	HRA and HA Products

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

	additional submissions by the HRA Member.	
	When it takes over HRA administration mid-Plan Year, Contractor will provide administrative services from the date Contractor receives the Plan information.	HRA and HA Products
	Pharmacy claims, if an eligible expense under the HRA, that are processed but unpaid by Contractor will be automatically submitted for reimbursement from the HRA Member's HRA. Such "rollover" claims will be processed without additional submissions by the HRA Member. When pharmacy claims are covered and Contractor administers the pharmacy benefits, the HRA will automatically pay the pharmacy through the HRA at the point of prescription purchase for all HRA Member obligations under the pharmacy plan including deductibles, co-pays, and/or coinsurance obligations. HRA Member's will not receive an Explanation of Benefits for these payments.	HRA and HA Products
DOCUMENT PRODUCTION		
All products excluding Vision PPO and Health Savings Account		
	Prepare and make accessible Member benefit booklet drafts.	All Products
UNDERWRITING SERVICES		
All products excluding Vision PPO and Health Savings Account		
	Provision of Contractor's standard annual year-end accounting summary of a) the number and amount of paid claims and b) fees paid;	All Products
	Contractor's standard Underwriting services: a) benefit design analysis, b) reserve analysis, c) projected cost analysis, and d) multi-divisional reports and disclosures.	All Products
HIPAA INDIVIDUAL RIGHTS		
All products excluding Vision PPO and Health Savings Account		
	Handling of requests from Members for access to, amendment and accounting of protected health information, and requests for restrictions and alternative communications as required under federal HIPAA law and regulations, as set out in this Agreement and its Exhibits.	All Products
COST CONTAINMENT		
	Maximum reimbursable charge determinations, application of non-duplication and coordination of benefits rules and coordination with Medicaid;	All Medical Products (with out-of-network benefits)
	Delivery of information, as necessary, regarding standard application of non-duplication or coordination of benefits.	All Medical Products

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

	Review of medical bills in accordance with CONTRACTOR's then current Medical Bill Review program.	All Medical Products
	Network Savings Program, a national vendor network that provides discounted rates when a Member accesses care through a Network Savings Program contracted provider.	All Medical Products
CUSTOMER REPORTING		
	Summary reports of medical and pharmacy cost and utilization experience available through CIGNA web site.	All Medical and Pharmacy Products
	Contractor's standard pharmacy utilization reports - fifteen (15) pharmacy utilization reports per year.	Pharmacy Product Only
	Standard Stop Loss Reporting: Contractor will provide its standard reports and information based upon paid claim data only. Contractor will not provide information on incurred-but-not reported claims, projected claims, pre-certifications of coverage, case management information or information on a Member's prognosis or course of treatment. Standard Stop Loss Reporting is a basic service for employers who have purchased stop loss from Contractor and is an optional service provided at an additional fee to employers who have stop loss through another entity. Contractor will provide its standard reports and information only at the direction of Metro and upon the Stop Loss Carrier agreeing to keep the information confidential as required by law.	All Medical Products
	Contractor's standard Individual Summary Statements for applicable Members.	HRA and HA Products
	Contractor's standard Health Reimbursement activity report for Metro.	HRA and HA Products
COMPLIANCE		
	Metro directs Contractor in administering the Health Care Flexible Spending Account and/or Health Reimbursement Arrangement benefit to comply with COBRA as follows:	
	The HRA of each HRA Member who experiences a qualifying event and elects continuation of account coverage in accordance with COBRA will be maintained similar to the maintenance of an active employee.	HRA and HA Products

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

MEMBER EXTERNAL REVIEW PROGRAM		
	Voluntary Member appeal to selected external organization.	All Medical Products
MEDICAL MANAGEMENT SERVICES		
	CONTRACTOR provides integrated medical management that includes (depending upon the terms of the Plan) the following core services.	
	Pre-Admission Certification and Continued Stay Review (PAC/CSR) services to certify coverage of acute and sub-acute inpatient admissions/stays or provides guidance to appropriate alternative settings. Administered in accordance with Contractor's then applicable medical management and claims administration policies, practices and procedures.	All Medical Products
	Case Management and Retrospective Review of Inpatient Care, a service designed to provide assistance to a Member who is at risk of developing medical complexities or for whom a health incident has precipitated a need for rehabilitation or additional health care support.	All Medical Products
	Assist providers with resources and tools to enable them to develop long term treatment plans in the management of chronic or catastrophic cases.	All Medical Products
	The Cigna HealthCare Healthy Babies [®] Program a no-cost to Member prenatal program that provides education and support for a healthy pregnancy and healthy baby;	All Medical Products
	Consumer decision support tools on myCIGNA.com;	All Medical Products
	A panel of external medical experts to assess the safety and effectiveness of new medical technologies;	All Medical Products
	The CIGNA HealthCare 24-Hour Health Information Line SM , a service that provides 24 hour toll free access to registered nurses and an extensive audio health information library;	All Medical Products
	The CIGNA LIFESOURCE Organ Transplant Network [®] , that gives participants access to quality care at nationally recognized transplant centers for certain types of organ and tissue transplants;	All Medical Products
	A health education program that delivers mailings to Members with certain conditions.	All Medical Products
	When behavioral health services are provided/arranged by CIGNA Behavioral Health (CBH), CBH provides utilization review and case management for both inpatient and outpatient, in-network behavioral health services;	HRA OAP Products: (All Members)

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

	Implementing clinical quality measurements, managing data, tracking and validating performance and initiating continuous quality improvement.	All Medical Products
	Transition of care services to allow Members with defined conditions to continue treatment with non-Participating Providers after enrollment for continued uninterrupted care for a limited time.	All Medical Products Except Comprehensive and Indemnity
	Focused utilization management of outpatient procedures and identification of appropriate alternatives. Administered in accordance with CONTRACTOR's then applicable medical management and claims administration policies, practices and procedures.	All Medical Products with Care Management Basic Standard
NETWORK MANAGEMENT SERVICES		
	Contractor and/or its affiliates or contracted vendors shall:	
	Provide or arrange access to the applicable network of Participating Providers to furnish health care services/products to Members at negotiated rates and methods of reimbursement (e.g. fee-for service, capitation, per diem charges, incentive bonuses, case rates, withholds etc.). The amount and type of negotiated reimbursement may vary depending upon the type of plan. For example, a hospital may accept less for patients enrolled in certain types of plans than others;	All Medical and Pharmacy Products
	Credential and re-credential Participating Providers in accordance with Contractor's credentialing requirements and ensure that third-party network vendors credential/re-credential Participating Providers in accordance with Contractor's requirements;	All Medical and Pharmacy Products
	Review Participating Provider compliance with protocols and procedures for quality, participant satisfaction, and grievance resolution;	All Medical and Pharmacy Products
	Facilitate the identification of Participating Providers by Members; and	All Medical and Pharmacy Products
	Maintain Member services staff to respond to Member inquiries.	All Medical and Pharmacy Products

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

BEHAVIORAL HEALTH		
	Contractor has contracted with an affiliate (details available upon request) to provide or arrange for the provision of managed in-network behavioral health services, the affiliate is a Participating Provider, and is reimbursed primarily on a monthly fixed fee basis This fixed fee for behavioral health services will be paid as claims and will appear in Metro’s monthly reporting and on financial documents. Such payments will be at the relevant monthly rates then in effect. The monthly rates paid to the affiliate vary depending on geographic location of Members and on benefit design, and may be subject to change. The rates will be made available upon request. The fixed fee also includes applicable lifestyle management programs. Behavioral claims from a client specific network are not included in the behavioral monthly fixed fee and will be paid from the Bank Account. In some states, payment for behavioral health services must be paid on a fee-for-service basis. In these states, fee-for-service payments for behavioral health services and the behavioral health administrative fee (including the applicable lifestyle management programs) will be paid from the Bank Account as claims and will appear in Metro’s monthly reporting.	These services are included in the following products: HRA OAP Products

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

CIGNA STAFF MODEL HEALTHPLAN SERVICES		
	The Cigna HealthCare of Arizona, Inc. staff model (“Cigna Medical Group” or “CMG”) is a multispecialty participating provider group located in metropolitan Phoenix, Arizona. CMG's integrated care delivery model and population health management team work together to facilitate the way in which patients and doctors communicate and interact in order to increase patient satisfaction and improve health outcomes. Plan Participants may at some time receive treatment from a CMG facility or provider even if they do not reside in Arizona (as when traveling). Plan Participants utilizing Cigna participating provider networks in Arizona may access certain specialty and/or ancillary services (such as imaging and urgent care services) through the CMG system. For covered services provided to Participants, CMG is paid at the rates in effect at the time of service (as may be revised from time to time). Representative rates for routinely performed services are attached to the Schedule of Financial Charges herein. A complete copy of the rates is available on request, under a mutually agreed nondisclosure agreement (“NDA”) which shall be compliant with Applicable Law. If the Plan requires or allows Participants to select a primary care provider (“PCP”), Phoenix area Participants who do not select a PCP during open enrollment may be assigned to or otherwise encouraged to consider a CMG PCP. CMG has established collaborative referral relationships with specialty and ancillary providers in Cigna's participating provider networks, which includes affiliated entities. CMG may also receive applicable performance-based incentive payments for its participation in programs designed to improve quality, patient safety and affordability. The incentive payments that CMG may receive will be determined using the same performance measures and reward formula as used in determining the incentive payments made to similarly situated non-Cigna affiliated provider entities. The amount of the incentive payments made to CMG and attributable to the plan will be provided upon request.	All Medical Products

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

CIGNA HEALTHCARE OF ARIZONA - CIGNA MEDICAL GROUP (CMG) REPRESENTATIVE RATES FOR ROUTINELY PERFORMED MEDICAL SERVICES

EFFECTIVE JANUARY 1, 2020
(Applicable to Open Access Plus Products)

Department	CPT Code*	Description	Rate
All Departments	99213	OFFICE VISIT,EST EXP PROB FOC	\$73.81
Adult Medicine	99396	WELL EXAM, EST, 40-64 YEARS	\$126.72
Pediatrics	99392	WELL EXAM, EST, 1-4 YEARS	\$106.46
Ophthalmology	66984	REMOVE CATARACT, INSERT LENS- Professional Fee only, at a facility	\$641.43
Podiatry	11721	DEBRIDEMENT NAIL SIX OR MORE	\$45.51
Radiology	71046	CHEST X-RAY, PA & LAT	\$31.28
Radiology	77067 & 77063	SCREENING MAMMOGRAPHY DIGITAL	\$189.64
General Surgery	47562	LAPAROSCOPY;CHOLECYSTECTOMY- Professional Fee only, at a facility	\$666.13
Optometry	92014	EYE EXAM & TREATMENT	\$126.12
ASC (Ambulatory surgical center) / Endoscopy Suite	Grouper 2		\$469.00
ASC Endoscopy Suite	Grouper 8		\$1,104.00

* Medicare does not assign (or may not yet have assigned) relative value units (RVUs) for certain service codes. Codes not valued by Medicare are referred to as "gap codes." For example, Medicare does not assign values for wellness service codes (99381-99397). CMG refers to The Essential RBRVS (Annual) guide to obtain relative values for such gap codes for billing purposes. Typically, Cigna pays CMG for gap codes not valued by Medicare either at the discounted fee schedule referenced above or, for new codes not yet valued by Medicare, at the same rate it pays its other participating providers.

The Urgent Care case rate excluding radiology and laboratory services is \$135.

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

Exhibit C – Audit Agreement (Sample)

- A. WHEREAS, Cigna Health and Life Insurance Company ("CONTRACTOR") desires to cooperate with requests by _____ ("Metro") to permit an audit for the purposes set forth below and subject to Section 6 of the Administrative Services Only Agreement between CONTRACTOR and Metro;
- B. WHEREAS, _____ ("Auditor") has been retained by Metro for the purpose of performing an audit ("Audit") of claims administered by CONTRACTOR; and
- C. WHEREAS, the Auditor and the Metro recognize CONTRACTOR's legitimate interests in maintaining the confidentiality of its information, protecting its business reputation, avoiding unnecessary disruption of its claim and customer service administration, and protecting itself from legal liability;

NOW THEREFORE, IN CONSIDERATION of the premises and the mutual promises contained herein, CONTRACTOR, the Metro and the Auditor hereby agree as follows:

1. Audit Specifications

The Auditor will specify to CONTRACTOR 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 Audit objectives;
- c. the scope of the Audit (time period, lines of coverage and number of claims/calls);
- d. the process by which the sample will be selected for audit;
- e. the records/information required by the Auditor for purposes of the Audit; and
- f. the length of time contemplated as necessary to complete the Audit.

2. Review of Specifications

CONTRACTOR will have the right to review the Audit Specifications and to request any changes in, or conditions on, the Audit Specifications which are necessary to protect CONTRACTOR's legal and business interests identified in paragraph C above. Requested changes shall be subject to mutual agreement of the parties.

3. Access to Information

CONTRACTOR 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

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

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

5. Comment on Audit Report

CONTRACTOR reserves the right to provide the Auditor and the Metro with its comments on the findings and, if applicable, the Audit Report.

6. Confidentiality

The Auditor understands that CONTRACTOR is permitting the Auditor to review the 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 copy, print, photograph or otherwise duplicate or remove any of the Information without the express written consent of CONTRACTOR;
- b. The Auditor shall not record any virtual session that includes Protected Health Information as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); and
- c. The Auditor shall not take any screenshots during any virtual session.

7. Restricted Use of the Audit Information

With respect to persons other than the Metro, the Auditor will hold and treat information obtained from CONTRACTOR 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 CONTRACTOR executed by an officer of CONTRACTOR, 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 Metro except as required by Applicable Law. The Auditor agree to indemnify and to hold harmless CONTRACTOR 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 CONTRACTOR's provision of information to the Auditor. The Metro authorizes CONTRACTOR to provide to the designated Auditor the necessary information to perform the audit in a manner consistent with all Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Privacy Standards and in compliance with the signed Business Associate Agreement ("BAA").

8. Termination

CONTRACTOR may terminate this Agreement with prior written notice. The obligations set

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

forth in Sections 4 through 7 shall survive termination of this Agreement.

Cigna Health and Life Insurance Company

By: TO BE SIGNED AT TIME OF AUDIT

Duly Authorized

Print Name: _____

Title: _____

Date: _____

Metro: _____

By: TO BE SIGNED AT TIME OF AUDIT

Duly Authorized

Print Name: _____

Title: _____

Date: _____

Auditor: _____

By: TO BE SIGNED AT TIME OF AUDIT

Duly Authorized

Print Name: _____

Title: _____

Date: _____

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

Exhibit C1 – Clinical Audit Agreement (Sample)

- A. WHEREAS, Cigna Health and Life Insurance Company ("CONTRACTOR") desires to cooperate with a request by ("Metro") to permit a clinical audit for the purposes set forth below and subject to Section 6 of the Administrative Services Only Agreement between CONTRACTOR and Metro;
- B. WHEREAS, _____ ("Auditor") has been retained by Metro for the purpose of performing an audit ("Audit") of clinical services administered by CONTRACTOR;
- C. WHEREAS, in the course of conducting the Audit, Auditor will come into possession of certain confidential and proprietary information relating to individuals who are recipients of CONTRACTOR's services, medical providers who provide health services, and trade secrets of CONTRACTOR (the "Information"); and
- D. WHEREAS, the Auditor and the Metro recognize CONTRACTOR's legitimate interests in maintaining the confidentiality of its Information, protecting its business reputation, avoiding unnecessary disruption of its service administration, and protecting itself from legal liability;

NOW THEREFORE, IN CONSIDERATION of the premises and the mutual promises contained herein, CONTRACTOR, the Metro and the Auditor hereby agree as follows:

1. Audit Specifications

The Auditor will specify to CONTRACTOR in writing at least ninety (90) days prior to the commencement of the Audit the following "Audit Specifications":

- a. the name, title and professional qualifications of individual Auditors;
- b. the date(s), the length of time contemplated as necessary to complete the Audit, and clinical operations location, if any to be audited; or, if the Audit is to be performed virtually, the Internet Protocol (IP) address and physical location from the individual auditors will remotely access the records/information required for the purposes of the Audit;
- c. the Audit period;
- d. the Audit objectives;
- e. the scope of the Audit (time period, diagnosis, enrollee participation in programs and number of claims/calls);

(i) Standard number of cases/calls is as follows;

Number of Subscribers	# Cases	# Calls	# Days*
5,000 & under	10	3	1

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

>5,000 & < 25,000	15	4	1
>25,000 & < 75,000	20	5	1.5
>75,000	25	6	2

**Takes into consideration length of time to complete the standard # cases and calls based on an one (1) year lookback scope period.*

- f. the process by which cases and calls will be selected for audit; and
- g. the records/information required by the Auditor for purposes of the Audit.

2. Review of Specifications

CONTRACTOR will have the right to review the Audit Specifications and to request any changes in, or conditions on, the Audit Specifications which are necessary to protect CONTRACTOR's legal and business interests identified in paragraph D above. Requested changes shall be subject to mutual agreement of the parties. Any additional costs incurred by CONTRACTOR to accommodate unusual audit specifications will be reimbursed as mutually agreed upon by the parties.

3. Access to Information

For onsite Audits, CONTRACTOR will make the Information called for in the Audit Specifications available to the Auditor at a mutually acceptable time and place.

For virtual audits performed from a remote access point, CONTRACTOR will make the Information called for in the Audit Specifications available to Auditor at a mutual acceptable time via connection to a secure service. Access is subject to CONTRACTOR's verification that each individual auditor meets and complies with CONTRACTOR's remote access standards and other security requirements.

4. Audit Report

The Auditor will provide CONTRACTOR with a true copy of the Audit's findings, as well as the Audit Report, if any, that is submitted to the Metro.

5. Comment on Audit Report

CONTRACTOR reserves the right to provide the Auditor and the Metro with its comments on the findings and, if applicable, the Audit Report.

6. Confidentiality

The Auditor understands that CONTRACTOR is permitting the Auditor to review the Information solely for purposes of the Audit. Accordingly, the Auditor will ensure that all Information will be kept confidential in accordance with all with all Applicable Laws, Privacy Addendum in Exhibit D, including but not limited to the HIPAA Privacy and Security Rules and 42 C.F.R. Part 2. Without limiting the generality of the foregoing, the Auditor specifically

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

agrees to adhere to the following conditions:

- a. The Auditor shall not copy, print, photograph or otherwise duplicate or remove any of the Information without the express written consent of CONTRACTOR;
- b. The Auditor shall not record any virtual session that includes Protected Health Information as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); and
- c. The Auditor shall not take any screenshots during any virtual session; and
- d. The Auditor agrees that it's Audit Report or any other summary prepared in connection with the Audit shall contain no individually identifiable information.
- e. Notwithstanding anything to the contrary stated herein, it is understood and agreed by the parties that the Auditor may include and retain the statistical results of the Audit (performance measures expressed as percentages) in its comparative database for the purpose of comparing the results of the Audit with other audits performed by the Auditor. In no event will the results of the Audit included in the comparative database be used or disclosed in any way that identifies Cigna, Metro, or any individual; and
- f. Except with regard to Protected Health Information (solely with regard to (i)-(iv) below), this Agreement does not apply or restrict the Auditor from using or disclosing information:
 - (i) Which is or becomes public other than through a breach of this Agreement;
 - (ii) Already known to Auditor prior to the date of this Agreement and with respect to which the Auditor does not have an obligation of confidentiality;
 - (iii) Which is disclosed to the Auditor by a person or entity not party to this Agreement and who is entitled to disclose such information without breaching an obligation of confidentiality;
 - (iv) To Auditor's legal counsel, subject to the confidentiality obligations in this Agreement; or
 - (v) Required to be disclosed by law, whether under an order of a court, government tribunal or other legal process, except that if required by law, Auditor will disclose only the minimum information required to comply with legal mandate.

7. Restricted Use of the Audit Information

With respect to persons other than the Metro, the Auditor will hold and treat information obtained from CONTRACTOR 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 CONTRACTOR executed by an officer of CONTRACTOR, disclose in any manner whatsoever, the results, conclusions, reports or information of whatever nature which it

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

acquires or prepares in connection with the Audit to any party other than the Metro except as required by Applicable Law. Auditor agree to indemnify and to hold harmless CONTRACTOR 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 CONTRACTOR's provision of Information to the Auditor. The Metro authorizes CONTRACTOR to provide to the designated Auditor the necessary Information to perform the audit in a manner consistent with all Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Privacy Standards and in compliance with the signed Business Associate Agreement ("BAA").

8. Termination

CONTRACTOR may terminate this Agreement with prior written notice. The obligations set forth in Sections 4 through 7 shall survive termination of this Agreement.

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

Cigna Health and Life Insurance Company

By: TO BE SIGNED AT TIME OF AUDIT

Duly Authorized

Print Name: _____

Title: _____

Date: _____

Metro: _____

By: TO BE SIGNED AT TIME OF AUDIT

Duly Authorized

Print Name: _____

Title: _____

Date: _____

Auditor: _____

By: TO BE SIGNED AT TIME OF AUDIT

Duly Authorized

Print Name: _____

Title: _____

Date: _____

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

Exhibit D - Privacy Addendum

("Business Associate Agreement")

This Business Associate Agreement is entered into this the 1st day of January, 2023 by and between The Metropolitan Government of Nashville and Davidson County, and the group health plan that is the subject of this agreement ("METRO") and Cigna Health and Life Insurance Company ("BUSINESS ASSOCIATE").

Section 1 Definitions

- a. **BUSINESS ASSOCIATE.** "Business Associate" shall generally have the same meaning as the term "Business Associate" in 45 CFR 160.103, and in reference to the party to this agreement, shall mean the contracted supplier.
- b. **Covered Entity.** "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean METRO which must fall under one of the following categories:
 - (1) A health plan.
 - (2) A health care clearinghouse.
 - (3) A health care provider who transmits any health information in electronic form in connection with a transaction covered by this subchapter.
- c. **Disclosure.** "Disclosure" means the release, transfer, provision of access to, or divulging in any manner of information outside the entity holding the information.
- d. **Electronic Media.** "Electronic Medical" shall have the same meaning as set forth in 45 CFR 160.103.
- e. **Employer.** "Employer" is defined as it is in 26 U.S.C. 3401(d).
- f. **Genetic Information.** "Genetic Information" shall have the same meaning as set forth in 45 CFR 160.103.
- g. **HITECH Standards.** "HITECH Standards" means the privacy, security and security Breach notification provisions under the Health Information Technology for Economic and Clinical Health (HITECH) Act, Final Rule of 2013, and any regulations promulgated thereunder.
- h. **Individual.** "Individual" shall have the same meaning as set forth in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- i. **Person.** "Person" means a natural person trust, or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
- j. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- k. **Protected Health Information.** "Protected Health Information" or "PHI":
 - (1) Shall have the same meaning as set forth in 45 CFR 160.103

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

- (2) Includes, as set forth in 45 CFR 160.103, any information, now also including genetic information, whether oral or recorded in any form or medium, that:
- (i) Is created or received by a health care provider, health plan, public health authority, employer, life insurer, school or university, or health care clearinghouse; and
 - (ii) Relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual.
- l. **Required by Law.** “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR 164.103.
 - m. **Secretary.** “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.
 - n. **Security Rule.** “Security Rule” shall mean the Standards for Security of Individually Identifiable Health Information at 45 CFR part 160 and subparts A and C of part 164.
 - o. **Subcontractor.** “Subcontractor” means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
 - p. **“Transaction.”** “Transaction” shall have the same meaning as set forth in 45 CFR 160.130.
 - q. **Catch-all definition.** Terms used but not otherwise defined in this Agreement shall have the same meaning as the meaning ascribed to those terms in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Health Information Technology Act of 2009 (“HITECH Act”), implementing regulations at 45 Code of Federal Regulations Parts 160-164 and any other current and future regulations promulgated under HIPAA or the HITECH Act.

SECTION 2- OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- a. **Permitted Uses of Protected Health Information.** BUSINESS ASSOCIATE shall not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required by Law. BUSINESS ASSOCIATE may: 1) use and disclose PHI to perform its obligations under its contract with METRO; (2) use PHI for the proper management and administration of BUSINESS ASSOCIATE; (3) disclose PHI for the proper management and administration of BUSINESS ASSOCIATE, if such disclosure is required by law or if BUSINESS ASSOCIATE obtains reasonable assurances from the recipient that the recipient will keep the PHI confidential, use or further disclose the PHI only as required by law or for the purpose for which it was disclosed to the recipient, and notify BUSINESS ASSOCIATE immediately of any instances of which it is aware in which the confidentiality of the PHI has been breached; and (4) may use PHI to provide Data Aggregation services relating to the health care operations of the Plan and to de-identify PHI.
- b. **Safeguards.** Business Associate shall use appropriate administrative, physical and technical safeguards to prevent use or disclose of the Protected Health Information other than as provided for by this Agreement. BUSINESS ASSOCIATE shall develop and implement policies and

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

procedures that comply with the Privacy Rule, Security Rule, and HITECH Act. The BUSINESS ASSOCIATE must obtain satisfactory assurances that subcontract(s) will appropriately safeguard PHI.

- c. **Mitigation.** BUSINESS ASSOCIATE shall mitigate, to the extent practicable, any harmful effect that is known to BUSINESS ASSOCIATE of a use or disclosure of Protected Health Information by BUSINESS ASSOCIATE in violation of the requirements of this Agreement.
- d. **Notice of Use of Disclosure, Security Incident or Breach.** BUSINESS ASSOCIATE shall notify METRO of any use or disclosure of PHI by BUSINESS ASSOCIATE not permitted by this Agreement, any Security Incident (as defined in 45 CFR section 164.304) involving Electronic PHI, and any Breach of Protected Health Information within five (5) business days.
- (i) BUSINESS ASSOCIATE shall provide the following information to METRO within ten (10) business days of discovery of a Breach except when despite all reasonable efforts by BUSINESS ASSOCIATE to obtain the information required, circumstances beyond the control of the BUSINESS ASSOCIATE necessitate additional time. Under such circumstances, BUSINESS ASSOCIATE shall provide to METRO the following information as soon as possible and without unreasonable delay but in no event later than thirty (30) calendar days from the date of discovery of a Breach:
 - (1) The date of the Breach;
 - (2) The date of the discovery of the Breach;
 - (3) A description of the types of PHI that were involved;
 - (4) identification of each individual whose PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed; and
 - (5) Any other details necessary to complete an assessment of the risk of harm to the Individual.
 - (ii) BUSINESS ASSOCIATE shall cooperate with METRO in investigating the breach and in meeting METRO's notification obligations under the HITECH Act and any other security breach notification laws.
 - (iii) BUSINESS ASSOCIATE agrees to pay for actual costs for notification and to send any such notifications as required by law.
 - (iv) BUSINESS ASSOCIATE agrees to establish procedures to investigate the Breach, mitigate losses, and protest against any future Breaches, and to provide a description of these procedures and the specific findings of the investigation to METRO in the time and manner reasonably requested by METRO.

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

- (v) BUSINESS ASSOCIATE shall report to METRO any successful: (1) unauthorized access, use, disclosure, modifications, or destruction of Electronic Protected Health Information; and (2) interference with BUSINESS ASSOCIATE's information systems operations, of which BUSINESS ASSOCIATE becomes aware.
- e. **Compliance of Agents.** BUSINESS ASSOCIATE agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by BUSINESS ASSOCIATE on behalf of METRO, agrees to the same restrictions and conditions that apply through this Agreement to BUSINESS ASSOCIATE with respect to such information.
- f. **Access.** BUSINESS ASSOCIATE agrees to provide access, at the request of METRO or an Individual, to Protected Health Information in a Designated Record Set, to METRO or, as directed by METRO, to an Individual, so that METRO may meet its access obligations under 45 CFR § 164.524, HIPAA and the HITECH Act.
- g. **Amendments.** BUSINESS ASSOCIATE agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that METRO directs or agrees at the request of METRO or an Individual so that METRO may meet its amendment obligations under 45 CFR § 164.526, HIPAA and the HITECH Act.
- h. **Disclosure of Practices, Books and Records.** BUSINESS ASSOCIATE shall make its internal practice, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by BUSINESS ASSOCIATE on behalf of, METRO to the Secretary, in a time and manner designated by the Secretary for purpose of determining METRO's compliance with the HIPAA Privacy Regulations.
- i. **Accounting.** BUSINESS ASSOCIATE shall provide documentation regarding any disclosures by BUSINESS ASSOCIATE that would have to be included in an accounting of disclosures to an Individual under 45 CFR 164.528 (including without limitation a disclosure permitted under 45 CFR 164.512) and under the HITECH Act. If BUSINESS ASSOCIATE is contacted directly by an Individual BUSINESS ASSOCIATE shall make such disclosure Information available directly to the individual.
- j. **Right to Confidential Communications and to Request Restriction of Disclosures of PHI:** BUSINESS ASSOCIATE shall comply with, and shall assist METRO in complying with, responding to Individuals' requests for confidential communications or to restrict the uses and disclosures of their PHI under 45 CFR 164.522. This shall include complying with requests to restrict the disclosure of certain PHI with which METRO is required to agree, in accordance with 45 CFR 164.522.

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

- k. **Security of Electronic Protected Health Information.** BUSINESS ASSOCIATE agrees to: (1) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of METRO; (2) ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and (3) report to METRO any security incident of which it becomes aware.
- l. **Minimum Necessary.** BUSINESS ASSOCIATE agrees to limit its uses and disclosures of, and requests for, PHI: (a) when practical, to the information making up a Limited Data Set; and (b) in all other cases subject to the requirements of 45 CFR 164.502(b), to the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request.
- m. **Compliance with HITECH Standards.** BUSINESS ASSOCIATE shall comply with the HITECH Standards as specified by law.
- n. **Compliance with Electronic Transactions and Code Set Standards;** If BUSINESS ASSOCIATE conducts any Standard Transaction for, or on behalf, of METRO, BUSINESS ASSOCIATE shall comply, and shall require any subcontractor or agent conducting such Standard Transaction to comply, with each applicable requirement of Title 45, Part 162 of the Code of federal Regulations. BUSINESS ASSOCIATE shall not enter into, or permit its subcontractor or agents to enter into, any Agreement in connection with the conduct of Standard Transactions for or on behalf of METRO that:
- (i) Changes the definition, Health Information condition, or use of a Health Information element or segment in a Standard;
 - (ii) Adds any Health Information elements or segments to the maximum defined health Information Set.
 - (iii) Uses any code or health Information elements that are either marked “not used” in the Standard’s Implementation Specification(s) or are not in the Standard’s Implementation Specification(s); or
 - (iv) Changes the meaning or intent of the Standard’s Implementations Specification(s).
- o. **Process or Procedures:** In carrying out its duties set forth in Sections 2(f), (g), (i), and (j), above, BUSINESS ASSOCIATE will implement the Standard Business Associate Processes

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

and Procedures (the “Processes and Procedures”) attached hereto for request from Individuals, including the requirement that request be made in writing, the creation of forms for use by Individuals in making such requests, and the setting of time periods for Plan to forward to BUSINESS ASSOCIATE any such requests made directly to the Plan or Plan Sponsor. In addition BUSINESS ASSOCIATE will implement the Processes and Procedures relating to disclosure of PHI to Plan Sponsor or designated third parties.

- p. **Indemnity.** Business Associate shall indemnify and hold harmless Metro, its officers, agents and employees from and against any claim, cause of action, liability, damage, cost or expense, including attorneys’ fees, solely resulting from any non-permitted use or disclosure of Protected Health Information or other breach of this Agreement by Business Associate or any subcontractor or agent of the Business Associate. The foregoing indemnity shall not apply to any use or disclosure made at the direction of Metro.

SECTION 3- OBLIGATIONS OF METRO

- a. METRO shall notify BUSINESS ASSOCIATE of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect BUSINESS ASSOCIATE’s use or disclosure of Protected Health Information.
- b. METRO shall notify BUSINESS ASSOCIATE of any restriction to the use or disclosure of Protected Health Information that METRO has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect BUSINESS ASSOCIATE’s use or disclosure of Protected Health Information.

SECTION 4- TERM, TERMINATION AND RETURN OF PHI

- a. **Term.** The Term of this Agreement shall be effective as of **January 1, 2023** and shall terminate upon termination of the Service Agreement.
- b. **Termination for Cause.** Upon METRO’s knowledge of a material breach by BUSINESS ASSOCIATE, METRO shall provide an opportunity for BUSINESS ASSOCIATE to cure the breach or end the violation. METRO may terminate this Agreement between METRO and BUSINESS ASSOCIATE if BUSINESS ASSOCIATE does not cure the breach or end the violation within the time specified by METRO. In addition, METRO may immediately terminate this Agreement if BUSINESS ASSOCIATE has breached a material term of this Agreement and cure is not feasible.
- c. **Obligations on Termination.**
- (i) Except as provided in subsection (ii), upon termination of this Agreement, for any reason, BUSINESS ASSOCIATE shall, if feasible, return or destroy as determined by METRO, all Protected Health Information received from METRO, or created or received by BUSINESS ASSOCIATE on behalf of METRO. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the BUSINESS ASSOCIATE. BUSINESS ASSOCIATE shall complete such return or destruction as promptly as possible, but no later than sixty (60) days

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

following the termination or other conclusion of this Agreement, unless otherwise agreed by the parties.

- (ii) In the event that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Metro notification of the conditions that make return or destruction infeasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information. Business Associate shall complete these obligations as promptly as possible, but no later than sixty (60) days following the termination or other conclusion of this Agreement.

SECTION 5 – MISCELLANEOUS

- a. Regulatory Reference. A reference in this Agreement to a section in HIPAA or the HITECH ACT means the section as in effect or as amended, and for which compliance is required.
- b. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for either Party to comply with the requirements of HIPAA or the HITECH Act and any applicable regulations in regard to such laws.
- c. Survival. The respective rights and obligations of BUSINESS ASSOCIATE shall survive the termination of this Agreement.
- d. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits either Party to comply with HIPAA or the HITECH Act or any applicable regulations in regard to such laws.

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

Exhibit E – Conditional Claim/Subrogation Recovery Services

I. Plans Without CONTRACTOR Stop Loss Coverage

If Metro has not purchased individual or aggregate stop loss coverage from CONTRACTOR or an affiliate with respect to its self-funded employee welfare benefit plan:

- (A) All conditional claim payment and/or subrogation recoveries under the Plan will be handled by CONTRACTOR unless CONTRACTOR is otherwise notified by the Metro.
- (B) CONTRACTOR and its subcontractors acting as Metro's recovery shall have the discretionary authority:
 - i. To reduce recovery amounts by as much as fifty percent (50%) of the total amount of benefits paid on Metro's behalf, and to enter into binding settlement agreements for such amounts. Any modification to this percentage shall be communicated by Metro to CONTRACTOR and will be effective upon Metro's next renewal date, unless otherwise agreed to by CONTRACTOR.
 - ii. In the event a settlement offer represents a reduction greater than the percentage identified above, CONTRACTOR and its subcontractors shall seek settlement advice from the Metro.
 - iii. All amounts reimbursed to the Bank Account shall be refunded at the gross amount. CONTRACTOR's and its subcontractors' subrogation administration fee on cases where CONTRACTOR and its subcontractors' have retained counsel and in cases where no counsel has been retained by CONTRACTOR and its subcontractors are both reflected in the Schedule of Financial Charges.
- (C) Except where agreed to by CONTRACTOR and Metro, CONTRACTOR and its subcontractors shall have no duty or obligation to represent Metro in any litigation or court proceeding involving any matter which is the subject of the Agreement, but shall make available to Metro and/or Metro's counsel such information relevant to such action or proceeding as CONTRACTOR and its subcontractors may have as a result of its handling of any matter under the Agreement.
- (D) In the event Metro purchases individual or aggregate stop loss coverage from CONTRACTOR or an affiliate with respect to its self-funded employee welfare benefit plan at any time during the life of the Agreement, the provisions of paragraph II., below, shall control.

II. Plans with CONTRACTOR Stop Loss Coverage

If Metro has purchased individual or aggregate stop loss coverage from CONTRACTOR or an affiliate with respect to its self-funded employee welfare benefit plan:

- A. CONTRACTOR and its subcontractors shall have the right and responsibility to manage all conditional claim payment and/or subrogation recoveries under the Plan. CONTRACTOR and

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

its subcontractors shall reimburse to the Plan the recovery minus relevant individual and aggregate stop loss payments made by CONTRACTOR.

- B. All amounts reimbursed to the Bank Account shall be refunded at the gross amount. CONTRACTOR's and its subcontractors' subrogation administration fee on cases where CONTRACTOR and its subcontractors' have retained counsel and in cases where no counsel has been retained by CONTRACTOR and its subcontractors, are both reflected in the Schedule of Financial Charges.
- C. CONTRACTOR and its subcontractors shall have no duty or obligation to represent Metro in any litigation or court proceeding involving any matter which is the subject of the Agreement but shall make available to Metro and/or Metro's counsel such information relevant to such action or proceeding as CONTRACTOR and its subcontractors may have as a result of its handling of any matter under the Agreement. Notwithstanding the foregoing, CONTRACTOR and its subcontractors reserve to itself the right to retain counsel to represent CONTRACTOR's own interests in any subrogation and/or conditional claim recovery action under the Plan.

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

Appendix A – Pharmacy Benefit Management Services

PHARMACY BENEFIT MANAGEMENT - DEFINITIONS

Definitions

Any capitalized term not defined below shall have the meaning given to such term in the Agreement. Any capitalized term utilized in the Schedule of Financial Charges or Exhibit B shall have the meaning given to such term in the Agreement, including the meanings set forth below.

- "Actuarially Estimated" shall mean that the discount(s) listed in the Schedule of Financial Charges are estimated, but not guaranteed, to result in a particular average discount for Covered Drugs administered by CONTRACTOR under this Agreement. Actuarially estimated discounts are calculated based on evaluation of an expected distribution of drug utilization across CONTRACTOR's aggregate group client book of business. As measured in the aggregate for Metro's Pharmacy Benefit, Metro's average discount results may vary based on the Plan-specific factors such as drug mix utilization.
- "Authorized Generic" shall mean a pharmaceutical product sold, licensed, or marketed under a new drug application (NDA) approved by the Food and Drug Administration (FDA) under section 505(c) of the Federal Food, Drug and Cosmetic Act (FFDCA) that is marketed, sold or distributed under a different labeler code, product code, trade name, trademark, or packaging (other than repackaging the listed drug for use in institutions) than the innovator brand name drug.
- "Average Wholesale Price" or "AWP" shall mean the average wholesale price of a Covered Drug as established and reported by Medi-Span. The applied AWP of a Covered Drug shall be the AWP for the actual eleven (11) digit National Drug Code ("NDC"), Covered Drug specific, quantity appropriate actual package size (or the manufacturer-packaged quantity closest to the dispensed size), submitted by a Retail Pharmacy, Home Delivery Pharmacy, or Specialty Pharmacy at the time that the Covered Drug is adjudicated. Notwithstanding any other provision in this Agreement, in the event of any major change in market conditions affecting the pharmaceutical or pharmacy benefit management market, including, for example, any change in the markup, methodologies, processes or algorithms underlying the published AWP(s), CONTRACTOR may adjust any or all of the Rebates, charges, rates, discounts, guarantees and/or fees in connection with CONTRACTOR's administration of the Pharmacy Benefit hereunder, including any that are based on AWP, as it reasonably deems necessary to preserve the economic value or benefit of this Agreement to CONTRACTOR as it existed immediately prior to such change. Additionally, and notwithstanding any other provision in this Agreement, CONTRACTOR may replace AWP as its pharmaceutical pricing benchmark with an alternative benchmark and/or may replace Medi-Span, or other such publication, as its source for the AWP or alternative benchmark with a different pricing source, provided that CONTRACTOR adjusts any or all such AWP-based charges or such alternative benchmark-based charges as it reasonably deems necessary to preserve the economic value or benefit of this Agreement to CONTRACTOR as it existed immediately prior to such replacement or immediately

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

prior to the event(s) giving rise to such replacement, as the case may be.

- "Biosimilar" shall mean a biological product that is licensed by the FDA as a biosimilar pursuant to Section 351(k) of the Public Health Service Act, 42 U.S.C. 262(k), based upon a showing that it is highly similar to a single FDA-licensed biological product, known as a reference product, and has no clinically meaningful differences compared to the reference product in terms of safety, purity, and potency. A biosimilar biological product may be licensed by the FDA as biosimilar or interchangeable, and in either case such biological product is a Biosimilar for the purposes of this Agreement.
- "Brand Drug" shall mean a pharmaceutical product, including a Covered Drug that is a prescription drug, including over-the-counter drugs dispensed pursuant to a prescription, medicine, agent, substance, device, supply or other therapeutic product that is not a Generic Drug. Except if and where the language expressly states otherwise, a Brand Drug does not include a Specialty Brand Drug for ingredient cost discount purposes.
- "Cigna Home Delivery Pharmacy" shall mean a duly licensed pharmacy operated by CONTRACTOR or its affiliates, where prescriptions are filled and delivered via the mail service, which may include, for example, Accredo Health Group, Inc., ESI Mail Pharmacy Service, Inc., Express Scripts Pharmacy Inc., Express Scripts Specialty Distribution Services, Inc. and Lynnfield Drug, Inc. (dba Freedom Fertility Pharmacy).
- "Claim," for purposes of this Appendix A, is a claim or request for coverage under the Pharmacy Benefit.
- "Compound Drug" shall mean a medication that (a) is comprised of two or more gaseous, solid, semi-solid, or liquid ingredients (other than water or flavoring added to any preparation) that are weighed or measured at a pharmacy and then prepared according to the prescriber's order and the pharmacist's art; (b) contains at least one FDA-approved federal legend drug as an active ingredient; (c) is not otherwise generally available in its compound form; and (d) is not a compound preparation administered by infusion or injection.
- "Covered Drugs" shall mean prescription drugs, including over-the-counter drugs dispensed pursuant to a prescription, biologics, medicines, agents, substances, devices, supplies, and other therapeutic products that are prescribed for Members and are covered under the Pharmacy Benefit and shall include all associated standard services usually and customarily rendered by a pharmacy or provider in the normal course of business, including dispensing, administration, counseling and product consultation.
- "Dispensing Fee" means an amount paid to a pharmacy for providing professional services necessary to dispense a Covered Drug to a Member.
- "FDA" shall mean the U.S. Food and Drug Administration.

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

- "Formulary" shall mean the list of FDA-approved prescription drugs and supplies developed and managed by CONTRACTOR across its self-funded and insured group book of business and that is selected and adopted by Metro. The drugs and supplies included on the Formulary will be modified by CONTRACTOR from time to time as a result of factors including, but not limited to, economic and clinical factors like clinical appropriateness, manufacturer Rebate arrangements and patent expirations. Any changes CONTRACTOR makes to the Formulary are hereby adopted by Metro, subject to Metro's discretion to elect not to implement any such addition or deletion through the set-up process, any such election shall be considered an Metro change to the Formulary.
- "Generic Drug" means a pharmaceutical product, including a Covered Drug, whether identified by its chemical, proprietary, or non-proprietary name, that is accepted by the FDA as therapeutically equivalent and interchangeable with drugs having an identical amount of the same active ingredient(s), and which is identified as such in CONTRACTOR's master drug file using indicators from First Databank, Medi-Span, or other nationally recognized source as used by CONTRACTOR across its book of business on the basis of a proprietary algorithm, a summary of which may be made available for review by Metro or, subject to CONTRACTOR's consent, its auditor upon request in accordance with the terms set forth in this Appendix A. The auditor shall sign a confidentiality agreement, compliant with Applicable Law, acceptable to CONTRACTOR relating specifically to such summary. The reference to a drug by its chemical name does not necessarily mean that the product is recognized as a generic for adjudication, pricing or copay purposes. Except if and where the language expressly states otherwise, a Generic Drug does not include a Specialty Generic Drug for ingredient cost discount purposes. For pricing purposes, a Generic Drug includes a Covered Drug that is otherwise identified as therapeutically equivalent and interchangeable with drugs having an identical amount of the same active ingredient(s) and is within its exclusivity period or other period of limited competition; provided that, notwithstanding the foregoing, a Generic Drug excludes an Authorized Generic identified as a brand name drug by the aforementioned proprietary algorithm used by CONTRACTOR. For pricing purposes, a Generic Drug also excludes a Biosimilar.
- "Limited Distribution Drug" or "Exclusive Distribution Drug" shall mean a Specialty Drug that is not generally available from most or all pharmacies but is restricted to select pharmacies as determined by a pharmaceutical manufacturer. The list of Limited Distribution Drugs and Exclusive Distribution Drugs will be maintained by CONTRACTOR.
- "Maximum Allowable Charge" shall mean the maximum unit price for a Covered Drug included on the applicable MAC List as set forth on such MAC List.
- "MAC List" shall mean a then-current list maintained by CONTRACTOR of prescription drugs, devices, supplies and over-the-counter drugs identified as readily available as a Generic Drug or generally equivalent to a Brand Drug (in which case it may also be on a MAC List) and that, in each case, are deemed to require or are otherwise capable of pricing management due to the number of manufacturers, utilization and/or pricing volatility.

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

- “Manufacturer Administrative Fees” shall mean administrative fees paid by pharmaceutical manufacturers to CONTRACTOR or its affiliate or subcontractor directly in connection with administering, invoicing, allocating and collecting Rebates.
- "Pharmacy Benefits" shall mean amounts payable for covered pharmacy benefit services and products under the terms of the Plan; Pharmacy Benefits shall be considered Plan Benefits for purposes of this Agreement.
- "P&T Committee" shall mean a committee comprised of clinicians that represent a range of clinical specialties. The committee regularly reviews pharmaceutical products, new pharmaceutical products, for safety and efficacy, the findings of which clinical reviews inform coverage status decisions made by CONTRACTOR. The P&T Committee’s review may be based on consideration of, without limitation, FDA-approved labeling, standard medical reference compendia, or scientific studies published in peer-reviewed English-language bio-medical journals.
- "PBM Proprietary Information" shall mean information relating to CONTRACTOR's pharmacy benefit management products and services, including, without limitation, CONTRACTOR's reporting and web-based applications, eligibility and adjudication systems and coding methodologies, system formats and databanks, clinical or formulary management operations or programs, information and agreements relating to Rebates and other financial information, prescription drug evaluation criteria and coverage policies, drug pricing information, including MAC List and Specialty Drug pricing, paid Claims information integrated into CONTRACTOR's adjudication systems, and pharmaceutical manufacturer, vendor or pharmacy network agreements. Metro paid claims information shall not be considered Contractor’s proprietary information, except to the extent that such claim information contains any of Contractor’s proprietary information that would be protected under Applicable Law then only that specific information shall be protected.
- “Prescription Drug Charge” shall mean the amount that, prior to application of the Plan’s cost-share requirement(s), Metro is obligated to pay for a Covered Drug dispensed at a Retail Pharmacy or Cigna Home Delivery Pharmacy, including any ingredient cost, applicable Dispensing Fee, service fee, and tax. The ingredient cost charged to Metro may be expressed as, for example, a discount off of AWP or other benchmark price, or a MAC.
- "Rebate" shall mean retrospective formulary rebates received by CONTRACTOR pursuant to the terms of a formulary rebate contract negotiated independently and directly attributable to or arising from the utilization by Members of certain Covered Drugs manufactured, sold, marketed, or distributed by a manufacturer.

However, “Rebates” shall exclude: (i) pricing adjustments, payments and credits made in the ordinary course by any manufacturer on account of product returns, delivery errors or shipping damage or losses arising from drugs and other products purchased from such manufacturer by or on behalf of CONTRACTOR (ii) pricing discounts paid or credited by a manufacturer to pharmacies affiliated with CONTRACTOR for prescription drugs and other products purchased from such manufacturer; (iii) any fees or other compensation paid by any manufacturer in consideration of any services, products, activities or programs performed, provided or implemented by

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

CONTRACTOR or any of its affiliates for such manufacturer; (iv) Manufacturer Administrative Fees; (v) Value-Based Payments; (vi) any rebates or other amounts that are allocated to reduce and/or partially or wholly satisfy a Member's cost-sharing obligation for a Covered Drug; and (vii) rebates or other amounts paid to CONTRACTOR for prescription drugs that are administered or otherwise provided to Members in providers' offices, home health care settings, or outpatient clinics.

- "Retail Pharmacy" shall mean any licensed retail pharmacy with which CONTRACTOR has contracted directly or indirectly with a third party, to provide Covered Drugs to Members, and is not a mail order pharmacy. A mail order pharmacy is a pharmacy that primarily fills and delivers pharmaceutical products via the mail service. The term "Retail", when immediately preceding the term "Brand Drug Claim", "Generic Drug Claim", "Specialty Drug Claim", "Specialty Brand Drug Claim", or "Specialty Generic Drug Claim" means that the resulting term (e.g., "Retail Brand Drug Claim") refers to such claim as dispensed by a Retail Pharmacy.
- "Specialty Drug" shall mean a pharmaceutical product, including a Covered Drug, considered by CONTRACTOR to be a Specialty Drug based on consideration of the following factors: (i) whether the pharmaceutical product is prescribed and used for the treatment of a complex, chronic or rare condition; (ii) whether the pharmaceutical product has a high acquisition cost; and, (iii) whether the pharmaceutical product is subject to limited or restricted distribution, requires special handling and/or requires enhanced patient education, provider coordination or clinical oversight. A Specialty Drug may not possess all or most of the foregoing characteristics, and the presence of any one such characteristic does not guarantee that a pharmaceutical product will be considered a Specialty Drug. The term "Specialty," when immediately preceding the terms "Generic Drug" or "Brand Drug", means that the resulting term (e.g. "Specialty Generic Drug") refers to a Generic Drug or Brand Drug that is considered a Specialty Drug, respectively.
- "Specialty Pharmacy" shall mean a duly licensed pharmacy designated by or operated by CONTRACTOR or its affiliates that primarily dispenses Specialty Drugs or provides services related thereto; provided, however, that when the Cigna Home Delivery Pharmacy dispenses a Specialty Drug, it shall be considered a Specialty Pharmacy hereunder.
- "U&C Charge" shall mean the price the applicable Retail Pharmacy would charge a regular cash-paying customer for a Covered Drug (and any services related to the dispensing thereof) on the day on which the Covered Drug is dispensed.

PHARMACY BENEFIT MANAGEMENT - SERVICES TO BE PROVIDED

1. Retail Pharmacy Network.

- (a) General. CONTRACTOR shall maintain a Retail Pharmacy network. Retail Pharmacies included in the network shall provide Covered Drugs to which the Retail Pharmacies have access to Members during their normal business hours. A list of the Retail Pharmacies included in the network, as updated from time to time, shall be made available to Members online. CONTRACTOR maintains multiple networks and/or sub-networks and may periodically consolidate networks and/or migrate clients, including Metro, between networks and sub-networks. CONTRACTOR shall require each Retail Pharmacy included in the network to meet

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

its requirements for participation in the Retail Pharmacy network, which include, but are not limited to, satisfaction of licensing and insurance requirements.

- (b) Retail Pharmacy Audits and Overpayments. CONTRACTOR shall review 100% of all claims, with each claim to be reviewed by either desk audit or field audit as determined through the use of random risk based predictive model to ensure that each Retail Pharmacy is complying with the terms of its contract with CONTRACTOR. In the event that CONTRACTOR discovers that an overpayment has been made to a Retail Pharmacy, CONTRACTOR shall take reasonable steps to recover the overpayment pursuant to the terms of this Agreement.
- (c) Independent Contractors. The Retail Pharmacies are independent contractors, and as such CONTRACTOR does not direct or exercise any control over the pharmacists at Retail Pharmacies or the professional judgement exercised by any pharmacies in the dispensing or filling of prescriptions or performing other pharmaceutical services. Neither CONTRACTOR nor any CONTRACTOR affiliate shall have any liability to Metro, any Member or any other person or entity for any act or omission of any Retail Pharmacy or its agents or employees.
- (d) Collection of Cost Sharing. CONTRACTOR shall require Retail Pharmacies to collect all applicable Plan cost-shares from Members.

2. Cigna Home Delivery Pharmacy.

- (a) General. Members may submit new or refill prescription orders for fulfillment through Cigna Home Delivery Pharmacy or such other mail service pharmacy that CONTRACTOR in its sole discretion may select from time to time. Such orders may be placed via mail, telephone, or electronic means. Subject to Applicable Law, Metro shall permit communication with Members regarding the availability and use of the Cigna Home Delivery Pharmacy, and potential cost savings associated therewith, and the provision of supporting services (e.g. pharmacist consultation) in connection with any prescription dispensed by the Cigna Home Delivery Pharmacy. Cigna Home Delivery Pharmacy shall deliver all drugs to Members in accordance with its standard procedures. For the purposes of clarity, CONTRACTOR does not exert direction or control over the pharmacists at Cigna Home Delivery Pharmacy in filling prescriptions or performing other pharmaceutical services.
- (b) Cost Sharing. Members are responsible for the payment of the applicable cost sharing to Cigna Home Delivery Pharmacy for each prescription or prescription refill. Metro acknowledges that Cigna Home Delivery Pharmacy may suspend services to a Member who is in default of any cost-sharing obligations, in accordance with Cigna Home Delivery Pharmacy's standard credit policy. If payment of such cost-sharing has not been received from the Member within one hundred twenty (120) days of dispensing of the product, the Plan will be billed for the outstanding amount following the one hundred twenty (120) day collection period.

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

- (b) Affiliation with CONTRACTOR. Accredo Health Group, Inc., ESI Mail Pharmacy Service, Inc., Express Scripts Pharmacy Inc., Express Scripts Specialty Distribution Services, Inc. and Lynnfield Drug, Inc. (dba Freedom Fertility Pharmacy) are licensed pharmacy affiliates of CONTRACTOR that fill and deliver Covered Drugs via the mail service.

3. Claims Processing.

- (a) General. CONTRACTOR, in accordance with Section 2 of the Agreement, shall perform claims processing services for Covered Drugs dispensed by Retail Pharmacies or Cigna Home Delivery Pharmacy. In-network Claims shall be submitted via paper or electronically. Members using out-of-network covered services are required to submit a paper claim form. A separate charge may apply for the submission of any paper claim form, whether in-network or out-of-network. CONTRACTOR is not required to provide coordination of benefits (COB) services for Claims for drugs dispensed, and electronically processed, at a pharmacy; Claims may be processed without consideration of a Member's coverage under another plan.
- (b) Drug Utilization Review. CONTRACTOR shall perform a concurrent Drug Utilization Review ("DUR") analysis of each prescription submitted for processing. Such DUR Analysis may include, for example: (1) prescribed dosage within a safe range; (2) drug-to-drug interaction; (3) drug-to-allergy interaction; (4) age-to-drug interaction; (5) duplicate therapy; (6) quantity limitations; and (7) days' supply. DUR processes shall not override the prescriber's, the pharmacist's or other health care provider's professional judgment.

4. Utilization Management Program. CONTRACTOR shall, in accordance with Section 2 of the Agreement administer the Pharmacy Benefit utilization management program(s) identified in this Agreement. Metro acknowledges that CONTRACTOR's coverage policies and claims administration procedures, which are utilized across CONTRACTOR's self-funded and insured book-of-business to adjudicate claims and administer appeals, may change periodically. As an example of the coverage criteria that may apply to a pharmaceutical product, a Member may have to try one or more preferred pharmaceutical products, or demonstrate why trying the preferred pharmaceutical product(s) would be clinically inappropriate, in order to obtain coverage under the Plan for a given pharmaceutical product Metro further authorizes CONTRACTOR to allow coverage for a use that would otherwise be excluded in the event of co-morbidities, complications and other factors not expressly addressed by the coverage policies utilized by CONTRACTOR in reviewing Claims for coverage. CONTRACTOR may rely wholly upon information about the Member and the prescriber's diagnosis of the Member's condition. CONTRACTOR shall not substitute its judgment for the judgment of the prescribing physician, nor shall it determine medical necessity or make other medical determinations other than for coverage purposes.

5. Rebate Management. CONTRACTOR shall pay Metro amounts equal to the Rebate amounts specified in the Schedule of Financial Charges.

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County**6. Drug-Related Services.**

- (a) Specialty Drugs. CONTRACTOR shall process Claims regarding Specialty Drugs subject to the following provisions:
- (1) The Specialty Pharmacy shall fill prescriptions for Specialty Drugs based on the professional judgment of the dispensing pharmacist, accepted pharmacy practices and product guidelines.
 - (2) A list of Specialty Drugs available via the Specialty Pharmacy and the pricing for those Specialty Drugs shall be made available as in effect on the Effective Date, as set forth in Appendix B. After the Effective Date, Metro may request that CONTRACTOR provide it with an updated list of Specialty Drugs available via the Specialty Pharmacy and the pricing with respect thereto.
 - (3) To the extent acting in the capacity as a mail order pharmacy, the Specialty Pharmacy shall ship Specialty Drugs to Members in accordance with its standard procedures.
 - (4) Members are responsible for the payment of the applicable cost sharing to the Specialty Pharmacy for each prescription or prescription refill. Metro acknowledges that the Specialty Pharmacy may suspend services to a Member who is in default of any cost-sharing obligations, in accordance with the Specialty Pharmacy's standard credit policy.
 - (5) For the purposes of clarity, CONTRACTOR does not exert direction or control over the pharmacists at the Specialty Pharmacy in filling prescriptions or performing other pharmaceutical services.
- (b) Compound Drugs. CONTRACTOR shall process prescribed Compound Drugs to the extent covered under the Plan. CONTRACTOR shall treat as Covered Drugs only those components of a Compound Drug that would otherwise be treated as Covered Drugs were they not part of a Compound Drug.

7. Member Communications and Services.

- (a) Member Communication. CONTRACTOR shall provide to Members an ID card and instructions to access Member materials online, including the Formulary, the Retail Pharmacy directory, Cigna Home Delivery Pharmacy information, and an out-of-network Claim reimbursement form.
- (b) Rx Savings Messenger. CONTRACTOR may send personalized mailings to Members regarding the Generic Drugs and preferred Brand Drugs and savings available from Cigna Home Delivery Pharmacy.

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

- (c) Call Center. CONTRACTOR shall maintain toll-free customer service lines twenty-four (24) hours per day, seven (7) days per week for the purpose of responding to inquiries from Members regarding Retail Pharmacy, Cigna Home Delivery Pharmacy or Claims issues.

8. Formulary Management; Clinical Programs; Other Services.

CONTRACTOR shall provide Formulary management services, which shall include implementing Formulary placement decisions and determinations to apply utilization management requirements made by CONTRACTOR. CONTRACTOR makes Formulary determinations based on consideration of clinical and economic factors. Clinical factors may include, but are not limited to, the CONTRACTOR P&T Committee's evaluation of the place in therapy, relative safety or relative efficacy of the drug, as well as whether certain supply limits or other utilization management requirements should apply. Economic factors may include, but are not limited to, the drug's acquisition cost including, but not limited to, assessments on the cost effectiveness of the drug and available Rebates. Metro acknowledges that the Formulary, utilization management requirements, and coverage policies used by CONTRACTOR to perform coverage reviews, including any changes made thereto, are adopted by Metro. When considering a drug for Formulary placement or other coverage conditions, CONTRACTOR reviews clinical and economic factors regarding enrollees as a general population across its relevant book-of-business. CONTRACTOR may also provide the clinical, safety and/or trend programs, or other programs and services to Metro, some of which may require payment of additional fees by Metro. If additional fees are required for such a program or service, CONTRACTOR shall obtain the approval of Metro and thereafter,, include the fee in the Schedule of Financial Charges or otherwise communicate the same in writing to Metro.

PHARMACY BENEFIT MANAGEMENT - PROGRAM OPERATIONS

1. Implementation of Agreement.

- (a) Project Plan. Metro and CONTRACTOR shall develop an agreed upon implementation project plan with respect to the Agreement prior to the Effective Date or prior to the implementation with respect to any new Pharmacy Benefit under this Agreement following the Effective Date.
- (b) Initial Data and Commencement of Pharmacy Benefit Management Services. Prior to the Effective Date, Metro shall provide CONTRACTOR with all data and/or documentation necessary for CONTRACTOR to provide the services specified in this Agreement. Such data and/or documentation shall include, but is not necessarily limited to, claims history and Member prior authorization history. Assuming all data specified in the preceding sentence is received sufficiently in advance of the Effective Date, CONTRACTOR shall commence providing services under this Agreement as of the Effective Date.

2. Timely Provision of Data by Metro. Metro acknowledges that CONTRACTOR shall not be held responsible for fulfilling any obligation or performing any service under this Agreement if Metro or its designee does not provide accurate information in a timely

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

manner.

3. **Reporting.** CONTRACTOR shall make available to Metro CONTRACTOR's standard reporting applications, subject to Applicable Law and Exhibit D, including, without limitation, HIPAA and state privacy laws.

4. **Claims Data.**

- (a) **Retention.** CONTRACTOR shall retain data with respect to Claims for at least ten (10) years from the date the prescription is filled. Following the close of such retention period, CONTRACTOR shall retain and dispose of such Claims data pursuant to its then-current standard policies and procedures, Applicable Law and the Business Associate Agreement described in the Agreement.
- (b) **Disclosure to Vendor.** Upon Metro's written request and subject to execution of a non-disclosure agreement by vendor, that is compliant with Applicable law, CONTRACTOR shall provide prescription Claims data in its standard format to a vendor contracted with Metro solely for the purposes of such vendor's support of Plan administration functions. For the avoidance of doubt, the non-disclosure agreement's sole purpose is to confirm that vendors may not utilize Claims data for any other purpose, including, without limitation, developing products and services, analyzing the Claims data against market benchmarks or CONTRACTOR competitors or adding to a normative database (even if de-identified and/or blinded as to Member and PBM/carrier) for the Metro's or vendor's commercial use. The requirement for vendor to sign a non-disclosure agreement shall not be used to impose delays in the implementation of Metro's plan administration. Notwithstanding the foregoing, all audits of any pricing guarantees, Rebate-sharing obligations or Claims processing accuracy shall be conducted in accordance with the terms in this Agreement specifically relating to such audits.
- (c) **De-Identified Data.** Subject to Applicable Laws, during and after the term of this Agreement, CONTRACTOR may use Claims, drug, and medical data that has been de-identified in accordance with HIPAA for research, provider evaluation, database maintenance, and other business purposes.

This provision shall survive termination or expiration of the Agreement.

5. **Pharmacy Claims Processing Audits.**

- (a) Metro may, to the extent specified below and at no additional charge, conduct a claims processing audit of CONTRACTOR's administration of Plan Benefits, once every Plan Year provided that the Agreement has been duly executed by Metro and Metro is current in the payment of all pharmacy claims under the Agreement.

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

- (b) Claims processing audits shall be subject to the following conditions: (1) the audit may take place while the Agreement is in effect or within one (1) year after the termination or expiration of the Agreement; (2) the initial audit period for a retrospective claims audit shall not exceed the twenty-four (24) months period immediately preceding CONTRACTOR's receipt of the request to audit; (3) Metro shall be responsible for its incurred costs regarding the audit; (4) Metro shall designate, with CONTRACTOR's consent, such consent not to be unreasonably withheld, an independent, third party auditor to conduct the audit (the "Auditor") provided that Metro's Auditor executes a mutually acceptable confidentiality agreement; (5) Metro shall provide to CONTRACTOR at least thirty (30) days prior written notice of its intent to audit, and any request by Metro to permit an Auditor to perform an audit will constitute Metro's direction and authorization to CONTRACTOR to disclose PHI to the Auditor; (6) CONTRACTOR will provide all data as reasonably necessary for Auditor to perform the claims processing audit within thirty (30) days following the latter of the audit kick-off call and the Audit Agreement being fully executed or, when applicable, as otherwise agreed upon by the Parties; (7) following Auditor's initial review of the claims, Auditor will provide CONTRACTOR in writing with all suspected categories of claim errors, if any, together with an electronic data file, in a mutually agreed upon format, containing up to three-hundred (300) claims, so that CONTRACTOR may evaluate and investigate Auditor's suspected errors; (8) CONTRACTOR will respond to the suspected errors within sixty (60) days from CONTRACTOR's receipt of such written findings; (9) upon receipt and review of CONTRACTOR's responses, Auditor will provide CONTRACTOR with a written report of Auditor's findings and recommendations before or at the same time such audit report is provided to Metro; (10) CONTRACTOR will respond to the audit report within thirty (30) days of the issuance of Auditor's report; (11) once both Parties have accepted the audit results, the audit shall be considered closed and final; (12) to the extent the mutually accepted audit results demonstrate claims errors, CONTRACTOR will reprocess the claims and make corresponding adjustments to Metro; (13) CONTRACTOR's obligations to respond within the designated periods above is conditioned upon a good faith and cooperative working relationship between Metro and/or its Auditor and CONTRACTOR, including but not limited to no new or additional issues that appear in the final report that were not otherwise provided to CONTRACTOR during the preliminary review of suspected errors.

This provision shall survive termination or expiration of the Agreement.

6. Pharmacy Rebate Audits.

- (a) Metro may, to the extent specified below, in accordance with the following requirements, and at no additional charge, audit CONTRACTOR's payment of Rebates provided that the Agreement has been duly executed by Metro and Metro is current in the payment of all pharmacy claims under the Agreement. Any Rebate audit shall occur following CONTRACTOR's issuance of the annual financial reconciliation to Metro once in each twelve (12) month period.
- (b) Rebate audits shall be subject to the following conditions: (1) Metro and CONTRACTOR shall agree on a mutually acceptable, independent, third-party auditor to conduct the audit, including the individual(s) employed or contracted to perform the audit to

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

ensure that they shall not have a conflict of interest that could reasonably diminish their impartiality (the “Auditor”); (2) Metro shall be responsible for its incurred costs regarding the audit; (3) Metro shall provide CONTRACTOR with at least forty-five (45) days prior written notice of its intent to audit; (4) a mutually agreed upon nondisclosure/nonuse agreement for rebate audits shall be executed by the Auditor and CONTRACTOR; (5) the scope of records to be audited as being necessary to determine CONTRACTOR’s compliance with its contractual Rebate payment obligations under the Agreement shall be as mutually agreed upon by the Auditor and CONTRACTOR; (6) the Auditor may select for audit purposes the records of up to five (5) manufacturers for two (2) calendar quarters from the last reconciled plan year immediately preceding the written request to audit; (7) the audit shall be conducted at a mutually acceptable time during regular business hours at CONTRACTOR’s offices where such records are located; (8) records shall not be removed or photocopied without CONTRACTOR’s express written consent; (9) (10) the Auditor shall provide its final audit report to CONTRACTOR and Metro at the same time; and (11) the Auditor may disclose the aggregate amount of Rebates due Metro but no other details of CONTRACTOR’s rebate contracts of which the Auditor is apprised, if any.

This provision shall survive termination or expiration of the Agreement.

7. **Pharmacy Financial Guarantee Reconciliation Audits.**

- (a) Metro may, to the extent specified below and at no additional charge, conduct a Financial Guarantee Reconciliation audit once every Plan Year following CONTRACTOR’s issuance of the annual financial reconciliation to Metro, provided that the Agreement has been duly executed by Metro and Metro is current in the payment of all pharmacy claims under the Agreement.
- (b) Financial Guarantee audits shall be subject to the following conditions: (1) the audit may take place while the Agreement is in effect or within one (1) year after the termination or expiration of the Agreement; (2) such audit may cover up to two prior contract years to the extent such prior contract years have not previously been audited; (3) Metro shall be responsible for its incurred costs regarding the audit; (4) Metro shall designate with CONTRACTOR’s consent, such consent not to be unreasonably withheld, an independent, third party auditor to conduct the audit (the “Auditor”) and provided that Metro’s Auditor executes a mutually acceptable confidentiality agreement; (5) Metro shall provide CONTRACTOR with at least thirty (30) days’ prior written request for the audit, and any request by Metro to permit an Auditor to perform an audit will constitute Metro’s direction and authorization to CONTRACTOR to disclose PHI to the Auditor; (6) CONTRACTOR will provide all data as reasonably necessary for Auditor to determine that CONTRACTOR has performed in accordance with its contractual obligations regarding the financial guarantees, and CONTRACTOR will provide such data within thirty (30) days following the latter of the audit kick-off call and the confidentiality agreement being fully executed or, when applicable, as otherwise agreed upon by the Parties; (7) any adjustments resulting from the audit will be based upon the actual Claims reviewed and not upon statistical projections or extrapolations, as the Auditor will be furnished with 100% of the paid Claims processed during the applicable contract period for

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

purposes of the audit; (8) following Auditor's initial review and prior to the submission of its written audit report, the Auditor will provide CONTRACTOR in writing with all of the suspected errors, if any, and CONTRACTOR will respond to such suspected errors within sixty (60) days from CONTRACTOR's receipt of such preliminary findings; (9) CONTRACTOR will respond to any audit report issued by the Auditor within thirty (30) days of the issuance of same; and (10) CONTRACTOR will reconcile mutually agreed upon amounts due to Metro within a reasonable period of time following mutual agreement regarding any amount due to the Metro. CONTRACTOR's obligations to respond within the designated periods above is conditioned upon a good faith and cooperative working relationship between Metro and/or its Auditor and CONTRACTOR, including but not limited to no new or additional issues that appear in the final report that were not otherwise provided to CONTRACTOR during the preliminary review of suspected errors.

This provision shall survive termination or expiration of the Agreement.

PHARMACY BENEFIT MANAGEMENT - FUNDING AND PAYMENT OF CLAIMS; CHARGES

1. **Funding and Payment of Claims.** With respect to Pharmacy Benefits, (1) CONTRACTOR may withdraw funds from the Bank Account for the purposes specified in Section 3 of the Agreement five times per month, and (2) any recovered overpayments shall be credited to Metro via a line item on its invoice, less the fee set forth on the Schedule of Financial Charges.
2. **Retroactive Member Changes and Terminations.** Notwithstanding anything in the Agreement to the contrary, Metro shall remain responsible for all charges and Bank Account Payments incurred or charged through the date CONTRACTOR processed Metro's notice of a retroactive change or termination of a Member's enrollment in the Plan. Notwithstanding anything to the contrary in Section 4.c. of the Agreement, with respect to Pharmacy Benefits, CONTRACTOR generally will implement eligibility updates received from Metro that adhere to CONTRACTOR's standard electronic format as soon as reasonably practicable following receipt of such updates.

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

PHARMACY BENEFIT MANAGEMENT - FIDUCIARY ACKNOWLEDGMENTS

CONTRACTOR offers pharmacy benefit management services for consideration by Metro and other entities. The general parameters of such services and the supporting systems have been developed by CONTRACTOR as part of CONTRACTOR's administration of its general business as a pharmacy benefit manager for entities that sponsor group health plans. The Parties have negotiated the terms of this Agreement in an arm's-length fashion. Except to the extent CONTRACTOR conducts the final level of internal appeal as set forth in Section 2.c of the Agreement, the Parties assert that neither Party intends that CONTRACTOR shall be a fiduciary with respect to Pharmacy Benefits for either ERISA (if applicable) or state law purposes, and neither Party shall name CONTRACTOR or any of its affiliates as a "plan fiduciary" with respect to its management of Pharmacy Benefits. Metro acknowledges and agrees that CONTRACTOR (i) does not have discretionary authority or control respecting management of the Pharmacy Benefits, and (ii) does not exercise any authority or control respecting management or disposition of the assets relating to Pharmacy Benefits or of Metro. Rather, Metro retains all such authority and control. The Parties agree that, upon reasonable notice, , CONTRACTOR shall have the right to terminate its Pharmacy Benefit services under this Agreement to any Plan and/or Members located in a state that requires a pharmacy benefit manager to be a fiduciary to Metro, the Plan or a Member. CONTRACTOR agrees to work with Metro on a good faith and mutually beneficial basis to help ensure a smooth transition under all circumstances should a termination or partial termination be necessary.

This provision shall survive termination or expiration of the Agreement.

PHARMACY BENEFIT MANAGEMENT - FINANCIAL ARRANGEMENTS

1. **General.** CONTRACTOR contracts with its PBM affiliate for the provision of pharmacy benefit services and financial arrangements. As such, CONTRACTOR or its PBM affiliate, directly or indirectly contract on their own accounts with Retail Pharmacies and Cigna Home Delivery Pharmacy to dispense covered pharmaceutical products to Metro's Members, and not on behalf of, or for the benefit of, Metro or the Plan; accordingly, any discounts or other remuneration CONTRACTOR or its PBM affiliate earns under an arrangement with a Retail Pharmacy or Cigna Home Delivery Pharmacy are obtained for, and inure to, the sole and exclusive benefit of CONTRACTOR or its PBM affiliate, and not the Metro or the Plan. Amounts paid by CONTRACTOR or its PBM affiliate or by the PBM affiliate for Retail Pharmacy or Cigna Home Delivery Pharmacy for Brand Drug, Generic Drug, or Specialty Drug Claims may or may not be equal to the amount charged to Metro and/or Member. If the amount paid by Metro and/or Member does not equal the amount paid by CONTRACTOR or its PBM affiliate or by the PBM affiliate to a particular pharmacy, CONTRACTOR and its PBM affiliate will absorb or retain such difference. CONTRACTOR may directly or indirectly contract for Rebates, Manufacturer Administrative Fees, and other remuneration on its own behalf and for its own benefit, and not on behalf of Metro or the Plan. As an example of other remuneration other than Rebates or Manufacturer Administrative Fees that CONTRACTOR may earn, CONTRACTOR may also directly or indirectly earn from pharmaceutical manufacturers remuneration in connection with value payments and/or services that CONTRACTOR provides to Metro ("Value-Based Payments"). Notwithstanding anything in this Agreement to the contrary, any Value-Based Payments earned by CONTRACTOR are separate and apart from any Rebates or

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

Manufacturer Administrative Fees that CONTRACTOR directly or indirectly earns from pharmaceutical manufacturers, and CONTRACTOR may retain any Value-Based Payments it earns. As examples of the value payments and/or services that CONTRACTOR may provide to Metro in connection with Value-Based Payments that CONTRACTOR may earn, CONTRACTOR may provide care management or other services to Metro and/or remit to Metro monetary credits if Members discontinue therapy on certain pharmaceutical products. Information regarding any services, and/or monetary credits or other financial value, for which Metro may be eligible with respect to specific pharmaceutical products or therapeutic classes/conditions, including the products for which monetary credits or other financial value may be available to Metro, the amount of that value, and other payment terms, is available upon request. Any value payments and/or services provided by CONTRACTOR to Metro are subject to change or termination by CONTRACTOR as the value program(s), if any, offered by CONTRACTOR change(s) or terminate(s). Accordingly, CONTRACTOR retains all right, title and interest to any and all actual Rebates, Manufacturer Administrative Fees, Value-Based Payments, and other remuneration directly or indirectly received from manufacturers. CONTRACTOR may provide Metro amounts equal to all or some portion of the Rebate and Manufacturer Administrative Fee amounts, or other financial value generated in connection with any value program(s), allocated to Metro, if any, and as specified on the Schedule of Financial Charges, from CONTRACTOR's general assets (neither Metro, its Members, nor Metro's Plan retains any beneficial or proprietary interest in CONTRACTOR's general assets). Rebate and Manufacturer Administrative Fee amounts received vary based on factors including, without limitation, Metro-specific utilization, the volume of utilization as well as Formulary position applicable to the drug or supplies, and adherence to various formulary management controls, benefit design requirements, and Claims volume. Metro acknowledges and agrees that neither it, its Members nor its Plan will have a right to interest on, or the time value of, any Claim payments charged by CONTRACTOR to Metro or any Rebate, Manufacturer Administrative Fee or other payments received by CONTRACTOR during the collection period of moneys payable under this section, if any, and that CONTRACTOR shall retain any such remuneration. For purposes of this provision, the term CONTRACTOR shall also include and mean CONTRACTOR's PBM affiliate, Express Scripts, Inc.

2. **Affiliates.** Cigna Home Delivery Pharmacy may maintain product purchase discount arrangements and/or fee-for-service arrangements with pharmaceutical manufacturers and wholesale distributors in its capacity as a mail service and/or specialty pharmacy. Cigna Home Delivery Pharmacy may contract for these arrangements on its own account in support of its pharmacy operations, and not on behalf of, or for the benefit of, Metro or the Plan. Accordingly, Cigna Home Delivery Pharmacy retains the sole and exclusive benefit of any difference between its acquisition cost for a pharmaceutical product and the amount charged to Metro under this Agreement. Further these arrangements relate to services provided outside of this Agreement and other pharmacy benefit management arrangements and may be entered into without regard to whether a specific drug is on one of the formularies that CONTRACTOR offers to entities that sponsor group health plans. Discounts and fee-for-service payments received by Cigna Home Delivery Pharmacy are not part of the pharmacy benefit management formulary rebates or associated administrative fees or charges paid to CONTRACTOR in connection with CONTRACTOR's pharmacy benefit management formulary rebate programs.

This provision shall survive termination or expiration of the Agreement.

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

PHARMACY BENEFIT MANAGEMENT - OBLIGATIONS UPON TERMINATION

Upon notice of termination of this Agreement, the following provisions shall apply with respect to Pharmacy Benefits:

- a) Metro shall notify Members at least thirty (30) days prior to the termination of the Agreement becoming effective of any transition to a successor pharmacy benefit manager.
- b) If mutually agreed upon by CONTRACTOR and Metro, CONTRACTOR shall provide services following termination of the Agreement at CONTRACTOR's then-prevailing rate. Such services, if any, shall be determined by mutual agreement of CONTRACTOR and Metro in advance of the termination of the Agreement becoming effective.
- c) See Section 8 of Contract for Purchase of Services.
- d) Upon termination of the Agreement for any reason, the Parties shall handle Confidential Information, PBM Proprietary Information and Protected Health Information (as defined in the Business Associate Agreement attached as Exhibit D) pursuant to the terms of the Agreement.

This provision shall survive termination or expiration of the Agreement.

PHARMACY BENEFIT MANAGEMENT - CONFIDENTIALITY

1. **General.** Subject to the provisions of the Tennessee Public Records Act, Metro acknowledges and agrees that CONTRACTOR's PBM Proprietary Information constitutes competitively sensitive trade secrets, and that its misuse or mis-disclosure could result in material financial and legal loss or liability to CONTRACTOR, its affiliates and their respective subcontractors. CONTRACTOR shall not be required to disclose PBM Proprietary Information to Metro except to the extent necessary for Metro to exercise any audit rights expressly provided hereunder or perform other Plan administration functions if CONTRACTOR discloses PBM Proprietary Information to Metro, or, if CONTRACTOR consents, to the Metro's vendor or designee, CONTRACTOR may require Metro, or its vendor or designee, to execute a non-disclosure agreement specifically relating to the requested PBM Proprietary Information. Metro agrees that it and its vendors may not utilize PBM Proprietary Information for any purpose other than performing Plan administration functions, including, without limitation, developing products and services, de-identifying, blinding or analyzing the PBM Proprietary Information against market benchmarks or CONTRACTOR competitors or adding to a normative database for the Metro's, or vendor's or designee's, commercial use. For the purposes of clarity, information shall not cease to qualify as PBM Proprietary Information if Metro or its vendor or designee de-identifies and/or blinds the PBM Proprietary Information such that the information cannot be traced or identified to a Member or CONTRACTOR, its affiliates or their respective subcontractors. Subject to and as permissible under Applicable Law, Metro shall be solely responsible for any disclosure of PBM Proprietary Information by CONTRACTOR to Metro or its vendor or designee, or any subsequent use or disclosure by Metro or its vendor or designee, or services provided by the same. Notwithstanding anything herein to the contrary, this shall not be construed to be a waiver of Metro's sovereign immunity or as acceptance of Metro of indemnification of

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

any vendor's liability. In addition, in no event will CONTRACTOR be required to disclose to Metro, or its vendor or designee, information related to, or including, its pharmacy network agreements, vendor agreements or pharmaceutical manufacturer agreements.

2. **Compelled Disclosures.** If at any time Metro, or its vendor or designee, is required by law, court order or other valid legal process to disclose any Confidential Information, and Metro determines that provision of notification to Contractor is feasible and authorized under Applicable Law, it will promptly notify CONTRACTOR prior to any such compelled disclosure.
3. **Return or Destruction of Information.** Subject to the provisions of the Tennessee Public Records Act and records retention laws and policies at any time upon CONTRACTOR's request or upon expiration or termination of this Appendix A or the Agreement, whichever occurs first, Metro will, at CONTRACTOR's option, promptly deliver, or, as the case may be, compel its vendor or designee to deliver, to CONTRACTOR all PBM Proprietary Information or other Confidential Information (or such portion thereof as requested) and not retain any copies in whole or in part of such PBM Proprietary Information or other Confidential Information, or securely destroy or dispose, or, as the case may be, compel its vendor or designee to destroy or dispose, of those portions of documents and other materials in any form, including electronic form, prepared by or received by the Metro or its vendor or designee, that contain or reflect such PBM Proprietary Information or other Confidential Information.

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

Appendix B - Cigna Home Delivery Pharmacy Specialty Drug List

THIS SPECIALTY DRUG LIST IS CONFIDENTIAL, PROPRIETARY, TRADE SECRET INFORMATION OF CONTRACTOR. IT IS PROVIDED SOLELY FOR METRO'S PLAN ADMINISTRATION PURPOSES. EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, INCLUDING THE TENNESSEE PUBLIC RECORDS ACT, RE-DISCLOSURE IS STRICTLY PROHIBITED. CONTRACTOR RESERVES ALL LEGAL RIGHTS AND REMEDIES TO ENFORCE THESE PROHIBITIONS ON USE AND DISCLOSURE.

The Specialty Drug List shall be provided separately to Metro, and is hereby incorporated into the Agreement by reference, inclusive of any changes made subsequent to CONTRACTOR's initial issuance of the Specialty Drug List to Metro to the pharmaceutical products included on the Specialty Drug List or the discounts pertaining to such pharmaceutical products. Upon Metro's request on or after the Effective Date, CONTRACTOR shall provide to Metro within one business day of Metro's request, an updated Specialty Drug List.

Currently Marketed Specialty Drugs on this Specialty Drug List. The discounts in this Specialty Drug List are the discounts that will be adjudicated in CONTRACTOR's claim processing system for the drug indicated when dispensed by Cigna Home Delivery Pharmacy, subject to all of the following.

- The discounts in this Specialty Drug List are based on the terms and design of the Pharmacy Benefit that Metro has adopted and disclosed to CONTRACTOR. Accordingly, if Metro fails to disclose to CONTRACTOR, for example, that it uses or intends to use a consumer-driven health plan, a major cost-sharing program, or a utilization management program promoting generic or OTC drugs over brand drugs, CONTRACTOR may adjust the discounts as it reasonably deems necessary to preserve the economic value or benefit of this Agreement as CONTRACTOR anticipated based on the terms and design of the Pharmacy Benefit previously disclosed to CONTRACTOR and prior to CONTRACTOR's discovery of the Pharmacy Benefit design feature that materially impacts CONTRACTOR's discounts in this Specialty Drug List.
- The discounts in this Specialty Drug List shall not apply to Compound Drug claims, Claims that process at U&C, direct member reimbursement (DMR) Claims, and drugs adjudicated under the medical benefit.
- Any or all of the discounts in this Specialty Drug List may be adjusted by CONTRACTOR to the extent reasonably necessary to preserve the economic value of this Agreement as it existed immediately prior to the occurrence of any of the following events: (a) there are any significant changes in the composition of CONTRACTOR's pharmacy network or in CONTRACTOR's pharmacy network contract compensation rates, or the structure of the pharmacy stores/chains/vendors that are contracted with CONTRACTOR, including but not limited to disruption in the retail pharmacy delivery model, or bankruptcy of a chain pharmacy; or (b) there is a change in government laws or regulations which has a significant impact on pharmacy claim costs; or (c) any material manufacturer-rebate contracts with or for the benefit of CONTRACTOR are terminated or modified in whole or in part; or (d) there is any legal action or Law that materially affects or could materially affect the manner in which CONTRACTOR's rebate program is administered or an existing Law is interpreted so as to materially affect or potentially have a

Administrative Services Only Agreement for Metropolitan Government Of Nashville and Davidson County

material effect on CONTRACTOR's administration of the Pharmacy Benefit; (e) there is a material change in the Plan or the Plan's Pharmacy Benefit that is initiated by Metro which impacts CONTRACTOR's costs or (f) a major change in market conditions affecting the pharmaceutical or pharmacy benefit management market, a drug shortage in the market, an issue involving the safety of the drug supply, or similar market situation.

New-to-Market Specialty Products. Specialty Drug Claims, excluding Limited Distribution Drugs and Exclusive Distribution Drugs, that are for new-to-market drugs will have a minimum market-introduction guaranteed discount of 11.45% off the drug's AWP.

"Limited Distribution Drug" or "Exclusive Distribution Drug" shall mean a Specialty Drug that is not generally available from most or all pharmacies and is restricted to select pharmacies as determined by a pharmaceutical manufacturer. The list of Limited Distribution Drugs and Exclusive Distribution Drugs will be maintained by CONTRACTOR.

Exhibit F - ISA Terms and Conditions

Contract Purchase Agreement 6518292

SECTION A-1**General Terms and Conditions**

- 1 Safeguards.** In addition to the controls specified in the exhibits to this Agreement, Contractor agrees to implement administrative, physical, and technical safeguards to protect the availability, confidentiality and integrity of Metropolitan Government of Nashville and Davidson County (Metro Government) Information, information technology assets and services. All such safeguards shall be in accordance with industry-wide best security practices and commensurate with the importance of the information being protected, but in no event less protective than those safeguards that Contractor uses to protect its own information or information of similar importance, or is required by applicable federal or state law.
- 2 Inventory.** Contractor agrees to maintain at all times during the Term of this Agreement a Product and Service Inventory. Contractor shall upon request of Metro Government, which shall be no more frequently than semi-annually, provide the current Product and Service Inventory to Metro Government within thirty (30) days of the request.
- 3** Intentionally Omitted.
- 4** Intentionally Omitted.
- 5 Subcontracting/Outsourcing.**
 - 1.1 Prior Approval.** Without Metro Government's prior written consent, Contractor may not subcontract with a third party to perform any of its obligations specifically for Metro Government which involves access to Metro Government Information or connection to Metro Government Network if applicable. Nor shall Contractor outsource any Contractor infrastructure (physical or virtual) which Stores Sensitive Information without such consent. To obtain Metro Government's consent, Contractor shall contact the Metro Government ITS department. In addition, Metro Government may withdraw any prior consent if Metro Government reasonably suspect a violation by the subcontractor or outsource provider of this Agreement, or otherwise deems such withdraw necessary or appropriate to protect Metro Government Network, Metro Government Infrastructure or Metro Government Information. For the avoidance of doubt, Contractor may utilize other subcontractors to service its entire book of business without consent. Provided that when doing so, those subcontractors will be bound by confidentiality obligations substantially similar to those set forth in this Agreement and Contractor shall remain wholly responsible for the services provided to Metro Government.
 - 5.1 Subcontractor Confidentiality.** Contractor Agents, used specifically to service Metro Government, are bound by the same confidentiality obligations set forth in this Agreement. Contractor or its Agent may not transfer, provide access to or otherwise make available Metro Government Information to any individual or entity outside of the United States (even within its own organization) without the prior written consent of Metro Government. To obtain such consent, Contractor shall send Metro Government a notice detailing the type of information to be disclosed, the purpose of the disclosure, the recipient's identification and location, and other information required by Metro Government. For the avoidance of doubt, Contractor may utilize other subcontractors to service its entire book of business without consent. Provided that when doing so, those subcontractors will be bound by confidentiality obligations substantially similar to those set forth in this Agreement and Contractor shall remain wholly responsible for the services provided to Metro Government. Except as set forth below, all of the proposed services will be performed onshore. All PHI data remains in Contractor's U.S. data centers.
 - 5.2 Contractor Responsibility.**

Without limiting any other rights of Metro Government in this Agreement, Contractor remains fully responsible and liable for the acts or omissions of its Agents. In the event of an unauthorized disclosure or use of Sensitive Information by its Agent, Contractor shall, at its own expense, provide assistance and cooperate fully with Metro Government to mitigate the damages to Metro Government and prevent further use or disclosure.

- 6 Technological Errors and Omissions Insurance.** Contractor will carry Technological Errors and Omissions Liability insurance in the amount of one million (\$1,000,000.00) dollars. This is in addition to any other insurance requirement identified.
- 7 Additional Cyber Liability Insurance.** Contractor will carry an additional four million (\$4,000,000) dollars of Cyber Liability insurance, for a total of five million (\$5,000,000) dollars of Cyber Liability insurance if they collect, store, and/or process any Metro Government Information that has not been specifically classified as public information by Metro.

SECTION A-2**Definitions**

Capitalized terms used in the Agreement shall have the meanings set forth in this Exhibit A-2 or in the [Metropolitan Government Information Security Glossary](#), which can be found on the Metropolitan Government of Nashville website . Terms not defined in this Exhibit A-2 or otherwise in the Agreement shall have standard industry meanings.

1. "Affiliates" as applied to any particular entity, means those entities, businesses, and facilities that are controlled by, controlling, or under common control with a stated entity, as well as (with respect to Metro Government) any entity to which Metro Government and/or any of the foregoing provides information processing services.
2. "Agent" means any subcontractor, independent contractor, officer, director, employee, consultant or other representative of Contractor, whether under oral or written agreement, whether an individual or entity.
3. "Agreement" means this Information Security Agreement, including all applicable exhibits, addendums, and attachments.
4. "Information Breach" means any actual unauthorized disclosure or use of, or access to, Metro Government Information, or actual loss of Metro Government Information.
5. "Effective Date" means the date first set forth on page 1 of the Agreement.
6. "Metro Government Information" means an instance of an information type belonging to Metro Government. Any communication or representation of knowledge, such as facts, information, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative or audiovisual, owned by or entrusted to Metro Government.
7. "Metro Government Infrastructure" means any information technology system, virtual or physical, which is owned, controlled, leased, or rented by Metro Government, either residing on or outside of the Metro Government Network. Metro Government Infrastructure includes infrastructure obtained from an IAAS provider or systems that are provided and located on the Metro Government Network as part of a Service.
8. "Metro Government Network" means any Wide Area Network (WAN) or Local Area Network (LAN) owned, operated, managed or controlled by Metro Government.
1. "Sensitive Information" means any information classified as "Confidential" or "Restrictive" as defined by Metropolitan Government Information Classification Policy. Including but not limited to social security numbers, protected health information, residential street addresses, home telephone numbers, personal cell phone numbers, proposals received in response to a request for service prior to completion of evaluation for service, information that would allow a person to obtain unauthorized access to confidential information or to government property, etc.
9. "Term" means the period during which this Agreement is in effect.

SECTION AST**Agent Security and Training**

- 1 Background Check.** Contractor shall perform a background check which includes a criminal record check on all Agents, who may have access to Metro Government Information. Contractor shall not allow any Agents to access Metro Government Information or perform Services under a Purchasing Agreement if Contractor knows or reasonably should know that such Agent has been convicted of any felony or has been terminated from employment by any employer or contractor for theft, identity theft, misappropriation of property, or any other similar illegal acts.
- 2 Agent Access Control.** Contractor shall implement and maintain procedures to ensure that any Agent who accesses Metro Government Information has appropriate clearance, authorization, and supervision. These procedures must include:
 - 2.1** Documented authorization and approval for access to applications or information stores which contain Metro Government Information; e.g., email from a supervisor approving individual access (note: approver should not also have technical rights to grant access to Sensitive Information); documented role-based access model; and any equivalent process which retains documentation of access approval.
 - 2.2** Periodic (no less than annually) reviews of Agent user access rights in all applications or information stores which contain Sensitive Information. These reviews must ensure that access for all users is up-to-date, appropriate and approved.
 - 2.3** Termination procedures which ensure that Agent's user accounts are promptly deactivated from applications or information stores which contain Sensitive Information when users are terminated or transferred. These procedures must ensure that accounts are deactivated or deleted no more than 14 business days after voluntary termination, and 24 hours after for cause terminations.
 - 2.4** Procedures which ensure that Agent's user accounts in applications or information stores which contain Sensitive Information are disabled after a defined period of inactivity, no greater than every 180 days.
 - 2.5** Procedures which ensure that all Agents use unique authentication credentials which are associated with the Agent's identity (for tracking and auditing purposes) when accessing systems which contain Sensitive Information.
 - 2.6** Contractor will maintain record of all Agents who have been granted access to Metro Government Sensitive Information. Contractor agrees to maintain such records/logs on a rolling seven (7) year basis. Upon Metro Government's reasonable request, Contractor will share redacted log information to show proof of existence. In addition, Contractor maintains its records in accordance with legal, regulatory, and business requirements as well as our own record retention policy.
- 3 Agent Training.**
 - 3.1** Contractor shall ensure that any Agent who access applications or information stores which contain Metro Government Information are adequately trained on the appropriate use and protection of the information or information and the security of the application. Completion of this training must be documented and must occur before Agent may access any Sensitive Information. This training must include, at a minimum:
 - 3.1.1** Appropriate identification and handling of data.

3.1.1.1 Awareness of confidentiality requirements via Contractor employee onboarding training and as needed;

3.1.1.2 Procedures for encrypting Metro Government Information before emailing or transmitting over an Open Network, if the information classification of the information requires these controls;

3.1.1.3 Procedures for information storage on media or mobile devices (and encrypting when necessary).

3.1.2 Education about the procedures for recognizing and reporting potential Information Security Incidents;

3.1.3 Education about password maintenance and security (including instructions not to share passwords);

3.1.4 Education about identifying security events (e.g., phishing, social engineering, suspicious login attempts and failures);

3.1.5 Education about workstation and portable device protection; and

3.1.6 Awareness of sanctions for failing to comply with Contractor security policies and procedures regarding Sensitive Information.

3.1.7 Periodic reminders to Agents about the training topics set forth in this section.

3.2 Contractor shall ensure that any Agent who accesses applications or information stores which contain Metro Government Information are adequately trained on the appropriate use and protection of this information. Completion of this training must be documented and must occur before Agent may access any Metro Government Information. This training must include, at a minimum:

3.2.1 Instructions on how to identify Metro Government Information.

3.2.2 Instructions not to discuss or disclose any Sensitive Information to others, including friends or family.

3.2.3 Instructions not to take media or documents containing Sensitive Information home unless specifically authorized by Metro Government to do so.

3.2.4 Instructions not to publish, disclose, or send Metro Government Information using personal email, or to any Internet sites, or through Internet blogs such as Facebook or Twitter.

3.2.5 Instructions not to store Metro Government Information on any personal media such as cell phones, thumb drives, laptops, personal digital assistants (PDAs), unless specifically authorized by Metro Government to do so as part of the Agent's job or such device is encrypted.

3.2.6 Instructions on how to properly dispose of Metro Government Information, or media containing Metro Government Information, according to the terms in Exhibit DMH as well as applicable law or regulations.

4 Agent Sanctions. Contractor agrees to develop and enforce a documented sanctions policy for Agents who inappropriately and/or in violation of Contractor's policies and this Agreement, access, use or maintain applications or information stores which contain Sensitive Information. These sanctions must be applied consistently and commensurate to the severity of the violation, regardless of level within management, and including termination from employment or of contract with Contractor.

SECTION AV

Protection Against Malicious Software

- 1 Intentionally Omitted.**
- 2 Intentionally Omitted.**

SECTION BU**Information Backup, Contingency Planning and Risk Management****1 General.**

- 1.1** Contractor agrees to backup Metro Government Information which Contractor maintains or Stores. Backup and restoration procedures and related infrastructure, including frequency of backup, offsite storage, media lifespan and media reliability, must be commensurate with the criticality and availability requirement of the Metro Government Information being backed up.
- 1.2** Upon Metro Government's request, Contractor shall supply Metro Government with an inventory of Metro Government Information that Contractor Stores and/or backed up.
- 1.3** Contractor shall periodically, no less often than annually, test backup tapes or media by restoring data to a system similar to the original system where the data is stored.
- 1.4** Upon Metro Government's request, Contractor shall supply copies of Metro Government Information in a format requested by Metro Government.
- 1.5** Contractor shall backup business critical information in real time on a daily basis at their corporate level..

- 2 Storage of Backup Media.** Contractor shall store archival and backup media in a secured offsite location. Upon request, Contractor will promptly notify Metro Government of the physical address of the offsite location. The backups of the information should be stored in a manner commiserate with the security around the information. The backup tapes should be encrypted if the sensitivity of the information requires that level of security.
- 3 Disaster Recovery Plan.** Contractor will maintain a Disaster Recovery Plan for all applications or information stores which contain business critical information. This plan will outline the procedures necessary to restore business critical information on the application or systems in a timely fashion in the case of an emergency or disaster.
- 4 Emergency Mode Operation Plan.** Contractor shall maintain an emergency mode operating plan which ensures that systems or applications using or accessing business critical information are operational during an emergency or natural disaster, or are made operational after a disaster in a prompt manner, commensurate with the criticality of the information on the system.
- 5 Testing and Revision Procedure.** Contractor agrees to test, at least annually, Contractor Disaster Recovery Plan and emergency mode operations plan and maintain a documented procedure for such testing. Contractor shall document the results and findings from such testing and revise the plan accordingly.
- 6 Risk Management Requirements.** Contractor shall implement internal risk management practices to ensure the confidentiality, integrity and availability of Metro Government Information. These practices will be no less secure than the ones used by Contractor to protect Contractor's own Sensitive Information or information of comparable sensitivity.

SECTION DMH**Device and Storage Media Handling**

- 1 Portable Media Controls.** Contractor (including its Agents) shall only store Metro Government Information on portable device or media when expressly authorized by Metro Government to do so or such device is automatically encrypted. When Contractor stores Metro Government Sensitive Information or on portable device or media, Contractor shall employ the following safeguards:
 - 1.1** Access to the device or media shall require a password or authentication;
 - 1.2** The device or media shall be encrypted using Strong Encryption;
 - 1.3** The workstation or portable device or media containing Metro Government Information must be clearly identified or labeled in such a way that it can be distinguished from other media or device which is not used to store Sensitive Information.
 - 1.4** The device or media must be accounted for by a system or process which tracks the movements of all devices or media which contain Metro Government Information; however, this is performed at a corporate-level rather than specifically for each Contractor client. Unstructured data would not be easily tracked to a device.
- 2 Media Disposal.**
 - 2.1** Contractor follows corporate-level, rather than client-level, data destruction and record retention policies. Data is retained in accordance with Contractor's defined data retention schedules which adhere with applicable laws and regulations.
 - 2.2** Contractor shall dispose of any media which stores Metro Government Information in accordance with media sanitization guidelines for media destruction as described in NIST document NIST SP800-88: Guidelines for Media Sanitization. The Guidelines are currently available at <http://csrc.nist.gov/publications/PubsSPs.html>
 - 2.3** Contractor shall promptly provide written certification in the form of a "sample" certificate of destruction of media. Contractor's client data is logically segregated within their network/devices and not physically segregated and destruction is not performed at a client-level.
 - 2.4** Contractor may not transport or ship media containing Metro Government Information unless the media is Encrypted using Strong Encryption, or the information on the media has been sanitized through complete information overwrite (at least three passes); or media destruction through shredding, pulverizing, or drilling holes (e.g. breaking the hard drive platters).
- 3 Media Re-Use.**
 - 3.1** Contractor shall not donate, sell, or reallocate any media which stores Metro Government Information to any third party, unless explicitly authorized by Metro Government.
 - 3.2** Contractor shall sanitize media which stores Metro Government Information before reuse by Contractor within the Contractor facility.

SECTION ENC**Encryption and Transmission of Information**

- 1** Contractor shall Encrypt Metro Government Sensitive Information whenever transmitted over the Internet or any untrusted network using Strong encryption external of Contractor's network. Encryption of Sensitive Information within Contractor's physically secured, private information center network, is optional but recommended.
- 2** Contractor shall encrypt Metro Government Authentication Credentials while at rest or during transmission external of Contractor's network using Strong Encryption.
- 3** Contractor shall encrypt, using strong encryption, all Sensitive Information that is stored in a location which is accessible from open networks.
- 4** If information files are to be exchanged with Contractor, Contractor shall support exchanging files in at least one of the Strongly Encrypted file formats, e.g., Encrypted ZIP File or PGP/GPG Encrypted File.
- 5** All other forms of Encryption and secure hashing will follow Contractor's, corporate-level data exchange encryption policies rather than client-level policies. Contractor will work with Metro to confirm both policies align and provide the security needed to protect Metro's data.

SECTION IR**Incident Response**

- 1 Incident Reporting.** Contractor shall report any Information Security Breach of "...which has impacted the Metro Government Network, Metro Government Infrastructure or Metro Government Information maintained on any information system to Metro Government and according to the following timeline and procedure:

1.1 Contractor shall promptly report to Metro Government any successful Information Security Breach within 5 business days of becoming aware of the incident. At a minimum, such report shall contain: (a) date and time when the Information Security Breach occurred; (b) the date and time when such incident was discovered by Contractor; (b) identification of the systems, programs, networks and/or Metro Government Information affected by such incident; (c) preliminary impact analysis; (d) description and the scope of the incident; and (e) any mitigation steps taken by Contractor. However, if Contractor is experiencing or has experienced a Information Breach to systems that host or Store Sensitive Information or an Information Security Breach that is causing or has caused material disruption to the functionality or operation of Contractor systems or damage to Contractor hardware, software or information, including a successful attack by Malicious Software, Contractor shall report such security breach or incident to Metro Government both to the ITS Help Desk at (615) 862-HELP and to the Metro Government department within 24 hours from Contractor's reasonable awareness of such security breach or incident.

2 Incident Response.

2.1 Contractor shall have a documented procedure for promptly responding to an Information Breach that complies with applicable law and shall follow such procedure in case of an incident. Contractor shall have clear roles defined and communicated within its organization for effective internal incidence response.

2.2 Contractor shall designate a contact person for Metro Government to contact in the event of an Information Security Breach. This contact person should possess the requisite authority and knowledge to: (i) act as a liaison to communicate between Contractor and Metro Government regarding the incident (including providing information reasonably requested by Metro Government); (ii) perform the reporting obligations of Contractor under this exhibit; and (iii) develop a mitigation strategy to remedy or mitigate any damage Metro Government Infrastructure, Metro Government Information or the Product or Service provided to Metro Government that may result from the Information Security Breach.

SECTION LOG

Audit Logs

- 1 Audit Log Information.** The Product or Service will provide user activity audit log information. Audit log entries must be generated for the following general classifications of events: login/logout (success and failure); failed attempts to access system resources (files, directories, information bases, services, etc.); system configuration changes; security profile changes (permission changes, security group membership); changes to user privileges; actions that require administrative authority (running privileged commands, running commands as another user, starting or stopping services, etc.); and remote control sessions (session established, login, logout, end session, etc.). Each audit log entry must include the following information about the logged event: date and time of event; type of event; event description; user associated with event; and network identifiers (IP address, MAC Address, etc.) or logical identifiers (system name, port, etc.). Contractor maintains its records in accordance with legal, regulatory, and business requirements as well as our own internal record retention policy.
- 2 Audit Log Integrity.** Contractor shall implement and maintain controls to protect the confidentiality, availability and integrity of Audit Logs.
- 3 User Access Audit.** Upon Metro Government's request, Contractor shall provide redacted evidence of audit logs of Metro Government's users of the Product or Service to Metro Government.
- 4 Audit Log Availability.**
 - 4.1** Contractor shall ensure that Audit Logs for the Product or Service for the past 90 days are readily accessible online.
 - 4.2**

SECTION VMGT**Contractor Managed System Requirements****1 Vulnerability and Patch Management.**

1.1 For all Contractor managed systems that store Metro Government Information, Contractor will promptly address Vulnerabilities through security patches. Unless otherwise requested by Metro Government and agreed to by Contractor, security patches shall be applied within fourteen (14) days from its release for Critical security patches, thirty (30) days for Important security patches, and twelve (12) months for all other applicable security patches. Contractor may provide an effective technical mitigation in place of a security patch (if no security patch is available or if the security patch is incompatible) which doesn't materially impact Metro Government's use of the system nor require additional third party products. Contractor will work in good faith with Metro if timeline changes are requested for specific vulnerabilities.

1.2 Intentionally Omitted.

1.3 Intentionally Omitted.

1.4 Intentionally Omitted.

1.5 Intentionally Omitted.

1.6 Intentionally Omitted.

2 System Hardening.

2.1 Contractor managed systems, Contractor shall ensure that either: (i) file shares are configured with access rights which prevent unauthorized access or (ii) Contractor shall remove or disable file shares that cannot be configured with access controls set forth in (i) hereof. Access rights to file shares that remain under (i) must use the principle of least privilege for granting access.

2.2 In the event that Contractor is providing Products or systems that are to be directly accessible from the Internet, Contractor shall disable or allow disabling by Metro Government of all active or executed software components of the Product or system that are not required for proper functionality of the Product or system. Only systems applicable to the services provided by Contractor will be implemented for Metro Government. Therefore, the disabling of any such systems by Metro will not be necessary.

2.3 Contractor shall ensure that Contractor Managed Systems are synchronized with reliable time sources and have the proper time zone set or no time offset (e.g., GMT or UTC). For Contractor Managed Systems, Contractor shall remove or disable any default or guest user accounts. Default accounts that cannot be removed or disabled must have their default password changed to a strong password that is unique.. For Contractor managed systems utilized by members and clients, guest and default accounts do not exist. A login must be created to utilize these systems. Internal applications and/or software systems used by Contractor for program administration, are not applicable to the administrative services and insurance products contemplated in this agreement.

2.4 For Contractor managed systems, Contractor shall ensure that the system is configured to disable user accounts after a certain number of failed login attempts have occurred in a period of time less than thirty (30) minutes of the last login attempt or that system monitoring and notification is configured to alert system administrators to successive failed login attempts for the same user account.

3 Authentication.

- 3.1** Contractor shall assign a unique user ID to any Agent or end user who accesses Sensitive Information on Contractor managed systems. This unique ID shall be configured so that it enables tracking of each user's activity within the system.
- 3.2** Contractor agrees to require authentication for access to Sensitive Information on Contractor managed system.
- 3.3** Contractor agrees to configure the system to support Strong Authentication for accessing Sensitive Information from any open network (e.g., Internet, open wireless). For avoidance of doubt, Metro Government Network is considered a trusted network.
- 3.4** Contractor shall configure the system to expire passwords at least every one-hundred and eighty (180) days and require a password change on the next successful login. For system that cannot support Strong Passwords, Contractor shall configure the system to expire passwords every ninety (90) days.
- 3.5** Unless otherwise agreed by Metro Government, Contractor shall ensure that Contractor managed systems will require Strong Password for user authentication.

4 Automatic Log off. Contractor shall configure systems which store Sensitive Information to automatically logoff user sessions at the most after 20 minutes of inactivity.

5 Information Segregation, Information Protection and Authorization. Contractor shall implement processes and/or controls to prevent the accidental disclosure of Metro Government Sensitive Information to other Contractor Metro Governments, including an Affiliates of Metro Government.

6 Account Termination. Contractor shall disable user accounts of Agents for the system within five (5) business days of becoming aware of the termination of such individual. In the cases of cause for termination, Contractor will disable such user accounts as soon as administratively possible.

7 System / Information Access.

- 7.1** Intentionally Omitted,
- 7.2** Intentionally Omitted.

8 System Maintenance.

- 8.1** Contractor shall maintain system(s) that generate, store, transmit or process Metro Government Sensitive Information according to manufacturer recommendations or based on Contractor's security standards. Contractor shall ensure that only those personnel certified to repair such systems are allowed to provide maintenance services.
- 8.2** Contractor shall keep records of all preventative and corrective maintenance on systems that generate, store, transmit or process Metro Government Sensitive Information. Such records shall include the specific maintenance performed, date of maintenance, systems that the maintenance was performed on including identifiers (e.g., DNS name, IP address) and results of the maintenance. Upon request by Metro Government, Contractor shall make available via an agreed upon method within thirty (30) days following an executed NDA and Contractor shall allow viewing of such records during an onsite visit by Metro Government.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Philadelphia PA Office 100 North 18th Street 15th Floor Philadelphia PA 19103 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105	
	E-MAIL ADDRESS:	
INSURED Cigna Corporation Et Al 900 Cottage Grove Road Bloomfield CT 06002 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Lexington Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		
		NAIC # 19437

COVERAGES **CERTIFICATE NUMBER:** 570096128810 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS.

Limits shown as requested									
INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	
	☐	CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
								MED EXP (Any one person)	
								PERSONAL & ADV INJURY	
								GENERAL AGGREGATE	
								PRODUCTS - COMP/OP AGG	
	GEN'L AGGREGATE LIMIT APPLIES PER:								
	☐	POLICY ☐ PRO-JECT ☐ LOC							
	OTHER:								
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	
	☐	ANY AUTO						BODILY INJURY (Per person)	
	☐	OWNED AUTOS ONLY	☐	SCHEDULED AUTOS				BODILY INJURY (Per accident)	
	☐	HIRED AUTOS ONLY	☐	NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB							EACH OCCURRENCE	
	EXCESS LIAB							AGGREGATE	
	☐	DED ☐ RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							☐ PER STATUTE	☐ OTHER
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH)		☐ Y / N	N / A				E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE-EA EMPLOYEE	
								E.L. DISEASE-POLICY LIMIT	
A	Cyber Liability				33085874 Security and Privacy Liab	07/01/2022	07/01/2023	Agg-Claims Made	\$15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RFQ #269261. See attached list of additional Named Insured.

CERTIFICATE HOLDER

CANCELLATION

Purchasing Agent Metropolitan Government of Nashville and Davidson County, Metro Courthouse 101 James Robertson Pkwy. Nashville TN 37201 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



Additional Named Insureds (1 of 2)

Accredo Health Group, Inc.	Econdisc Contracting Solutions, LLC
Accredo Health, Incorporated	ESI Canada
AHG of New York, Inc.	ESI GP Canada ULC
Airport Holdings, LLC	ESI GP Holdings, Inc.
AS Acquisition Corp.	ESI GP2 Canada ULC
Biopartners in Care, Inc.	ESI Mail Order Processing, Inc.
Care Continuum, Inc.	ESI Mail Pharmacy Service, Inc.
CareCore National Group, LLC	ESI Partnership
CareCore NJ, LLC (dba eviCore healthcare NJ ODS)	ESI Resources, Inc.
CCN NMO, LLC (dba eviCore healthcare IPA)	Evernorth Behavioral Health Inc.
CCN-WYN IPA, LLC (dba eviCore healthcare IPA)	f/k/a Cigna Behavioral Health, Inc.
Chiro Alliance Corporation	Evernorth Behavioral Health of California, Inc.
Choicelinx Corporation	f/k/a Cigna Behavioral Health of California, Inc.
Cigna Arbor Life Insurance Company	Evernorth Behavioral Health of Texas, Inc.
CIGNA Corporation	f/k/a Cigna Behavioral Health of Texas, Inc.
Cigna Corporation Et Al	Evernorth Care Solutions, Inc.
Cigna Dental Health of California, Inc.	Evernorth Direct Health, LLC
Cigna Dental Health of Colorado, Inc.	eviCore healthcare MSI, LLC (dba eviCore healthcare)
Cigna Dental Health of Delaware, Inc.	Express Reinsurance Company
Cigna Dental Health of Florida, Inc.	Express Scripts Administrators LLC
Cigna Dental Health of Kentucky, Inc.	Express Scripts Canada Co.
Cigna Dental Health of Maryland, Inc.	Express Scripts Canada Holding Co.
Cigna Dental Health of New Jersey, Inc.	Express Scripts Canada Holding, LLC
Cigna Dental Health of North Carolina, Inc.	Express Scripts Canada Services
Cigna Dental Health of Ohio, Inc.	Express Scripts Canada Wholesale
Cigna Dental Health of Pennsylvania, Inc.	Express Scripts Holding Company, Inc.
Cigna Dental Health of Texas, Inc.	Express Scripts Pharmaceutical Procurement, LLC
Cigna Dental Health of Virginia, Inc.	Express Scripts Pharmacy Atlantic, Ltd.
Cigna Dental Health Plan of Arizona, Inc.	Express Scripts Pharmacy Central, Ltd.
CIGNA EUROPE INSURANCE COMPANY S.A.-N.V.	Express Scripts Pharmacy Ontario, Ltd.
Cigna European Services UK Limited (CESL)	Express Scripts Pharmacy West, Ltd.
Cigna European Services UK Limited, Barcelona	Express Scripts Pharmacy, Inc.
Cigna Global Health Benefits (CGHB)	Express Scripts Sales Operations, Inc.
Cigna Health and Life Insurance Company (CHLIC)	Express Scripts Senior Care Holdings, Inc.
Cigna Health Management Inc.	Express Scripts Senior Care, Inc.
CIGNA HEALTHCARE OF CALIFORNIA, INC.	Express Scripts Services Co.
Cigna HealthCare of Connecticut, Inc	Express Scripts Specialty Distribution Services, Inc.
Cigna Healthcare of South Carolina, Inc.	Express Scripts Strategic Development, Inc.
Cigna HealthCare of St. Louis, Inc.	Express Scripts Utilization Management Company
Cigna HLA Technology Services LTD	Express Scripts, Inc.
Cigna Insurance Middle East S.A.L.	Freco, Inc.
Cigna International Health Services BVBA	Freedom Service Company, LLC
Cigna Life Insurance Company of Europe, Madrid	GulfQuest, LP
Connecticut General Life Insurance Company (CGLIC)	Healthbridge Reimbursement & Product Support, Inc.
CuraScript, Inc.	Healthbridge, Inc.
Diversified NY IPA, Inc	HealthFortis, Inc.
Diversified Pharmaceutical Services, Inc.	HealthSpring Life & Health Insurance Company, Inc.
DNA Direct, Inc.	HealthSpring of Florida, Inc.

Additional Named Insureds (2 of 2)

HealthSpring, Inc.
Innovative Product Alignment, LLC
Inside RX, LLC
Integricare Healthplan of Texas, Inc.
L&C Investments, LLC
Landmark Healthcare Arizona, Inc.
Landmark Healthcare Colorado, Inc.
(dba eviCore healthcare MSK Colorado)
Landmark Healthcare New Jersey, Inc.
Landmark Healthcare New Mexico, Inc.
Landmark Healthcare Services, Inc.
(dba eviCore Healthcare MSK Services)
Landmark Healthcare, Inc.
(dba eviCore healthcare MSK)
Lynnfield Compounding Center, Inc.
Lynnfield Drug, Inc.
MAH Pharmacy, LLC
Matrix GPO, LLC
Matrix Healthcare Services, Inc.
MDLIVE, Inc.
Medco Containment Insurance Company of NY
Medco Containment Life Insurance Company
Medco Europe II, LLC
Medco Europe, LLC
Medco Health Puerto Rico, LLC
Medco Health Services, Inc.
Medco Health Solutions [Ireland] Limited
Medco Health Solutions, Inc.

Medco International Holdings, BV
MedSolutions Holdings, Inc.
MedSolutions Holdings, Inc.
MedSolutions of Texas, Inc.
MedSolutions, Inc. (dba eviCore healthcare)
MHS Holdings, CV
MSI Health Organization of Texas, Inc.
MyM Technology Services, LLC
myMatrixx Holdings, LLC
myMatrixx-B, LLC
New Quest Management of Alabama LLC
Palladian Health of Florida, LLC
Palladian Independent Practice Association, LLC
Premerus, Inc.
Priority Healthcare Corporation
Priority Healthcare Distribution, Inc.
QPID Health, Inc.
SpectraCare Health Care Ventures, Inc.
SpectraCare, Inc.
Strategic Pharmaceutical Investments, LLC
Systemed, LLC
The Vaccine Consortium, LLC
Triad Healthcare, Inc. (dba eviCore healthcare
MSK Services of Connecticut)
Verity Solutions Group, Inc.



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
10/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Philadelphia PA Office 100 North 18th Street 15th Floor Philadelphia PA 19103 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS: 														
INSURED Cigna Corporation Et Al 900 Cottage Grove Road Bloomfield CT 06002 USA	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B: Indemnity Insurance Co of North America</td> <td>43575</td> </tr> <tr> <td>INSURER C: ACE Property & Casualty Insurance Co.</td> <td>20699</td> </tr> <tr> <td>INSURER D: Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER E: American Guarantee & Liability Ins Co</td> <td>26247</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22667	INSURER B: Indemnity Insurance Co of North America	43575	INSURER C: ACE Property & Casualty Insurance Co.	20699	INSURER D: Lexington Insurance Company	19437	INSURER E: American Guarantee & Liability Ins Co	26247	INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: ACE American Insurance Company	22667														
INSURER B: Indemnity Insurance Co of North America	43575														
INSURER C: ACE Property & Casualty Insurance Co.	20699														
INSURER D: Lexington Insurance Company	19437														
INSURER E: American Guarantee & Liability Ins Co	26247														
INSURER F:															

COVERAGES	CERTIFICATE NUMBER: 570096130562	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		
Limits shown are as requested		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			HDOG72482256 SIR applies per policy terms & conditions	07/01/2022	07/01/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			ISA H25558285 SIR applies per policy terms & conditions	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION			XEUG7258448A001 Excludes Pol# #35407110	07/01/2022	07/01/2023	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLRC68915247 SIR applies per policy terms & conditions	07/01/2022	07/01/2023	☒ PER STATUTE ☐ OTH E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
D	ManageCare Liab			33085874 Managed Care E&O SIR applies per policy terms & conditions	07/01/2022	07/01/2023	Agg-Claims Made \$15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The Products Liability policy #35407110 evidenced on this certificate is a claims made policy. RE: RFQ #269261. Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability and Professional Liability policies, where required by written contract. See the attached list of additional Named Insureds.

CERTIFICATE HOLDER
CANCELLATION

Purchasing Agent Metropolitan Government of Nashville and Davidson County, Metro Courthouse 101 James Robertson Pkwy. Nashville TN 37201 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

Holder Identifier :

570096130562

Certificate No :



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Cigna Corporation Et Al	
POLICY NUMBER See Certificate Number: 570096130562			
CARRIER See Certificate Number: 570096130562	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES	If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.
---------------------	--

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	EXCESS LIABILITY							
E				AXF967096614	07/01/2022	07/01/2023	Aggregate	\$5,000,000
							Each Occurrence	\$5,000,000
	OTHER							
D	Products Liab			35407110 Express scripts Only	07/01/2022	07/01/2023	Comp/Op Agg	\$4,000,000

Additional Named Insureds (1 of 2)

Accredo Health Group, Inc.	Cigna HealthCare of St. Louis, Inc.
Accredo Health, Incorporated	Cigna HealthCare of South Carolina, Inc.
AHG of New York, Inc.	Cigna Healthcare of Tennessee, Inc.
Airport Holdings, LLC	Cigna HealthCare of Texas, Inc.
Allegiance Benefit Plan Management, Inc.	Cigna Healthcare of Utah, Inc.
Allegiance Cobra Services, Inc.	Cigna Healthcare, Inc.
Bravo Health Mid-Atlantic, Inc.	Cigna Medical Group
Brighter Inc.	Connecticut General Life Insurance Company
Biopartners in Care, Inc.	CuraScript, Inc.
Care Continuum, Inc.	Diversified NY IPA, Inc.
CareCore National Group, LLC	Diversified Pharmaceutical Services, Inc.
CareCore National Intermediate Holdings, LLC	Econdisc Contracting Solutions, LLC
CareCore National, LLC	ESI Canada
CareCore NJ, LLC	ESI GP Canada ULC
CareNext Managed Care, LLC	ESI GP Holdings, Inc.
CareNext Post-Acute, LLC	ESI GP2 Canada ULC
Chiro Alliance Corporation	ESI Mail Order Processing, Inc.
Cigna Corporate Services, LLC	ESI Mail Pharmacy Service, Inc.
Cigna Dental Health of California, Inc.	ESI Partnership
Cigna Dental Health of Delaware, Inc.	ESI Resources, Inc.
Cigna Dental Health of Florida, Inc.	Evernorth Behavioral Health Inc.
Cigna Dental Health of Kentucky, Inc.	f/k/a Cigna Behavioral Health, Inc.
Cigna Dental Health of Maryland, Inc.	Evernorth Behavioral Health of California, Inc.
Cigna Dental Health of Missouri	f/k/a Cigna Behavioral Health of California, Inc.
Cigna Dental Health of New Jersey, Inc.	Evernorth Behavioral Health of Texas, Inc.
Cigna Dental Health of North Carolina, Inc.	f/k/a Cigna Behavioral Health of Texas, Inc.
Cigna Dental Health of Ohio, Inc.	Evernorth Care Solutions, Inc.
Cigna Dental Health of Pennsylvania, Inc.	Evernorth Direct Health, LLC
Cigna Dental Health of Texas, Inc.	eviCore healthcare MSI, LLC
Cigna Dental Health of Virginia, Inc.	Express Reinsurance Company
Cigna Dental Health Plan of Arizona, Inc.	Express Scripts Administrators LLC
Cigna Dental Health, Inc.	Express Scripts Canada Co.
Cigna European Services (UK) Limited	Express Scripts Canada Holding Co.
Cigna Health and Life Insurance Company	Express Scripts Canada Holding, LLC
Cigna Health Management, Inc.	Express Scripts Canada Services
Cigna Healthcare of Arizona, Inc.	Express Scripts Canada Wholesale
Cigna Healthcare of California, Inc.	Express Scripts Holding Company
Cigna HealthCare of Colorado, Inc.	Express Scripts Holding Company, Inc.
Cigna HealthCare of Connecticut, Inc.	Express Scripts, Inc.
Cigna HealthCare of Florida, Inc.	Express Scripts Pharmaceutical Procurement, LLC
Cigna Healthcare of Georgia, Inc.	Express Scripts Pharmacy Atlantic, Ltd.
Cigna HealthCare of Illinois, Inc.	Express Scripts Pharmacy Central, Ltd.
Cigna HealthCare of Indiana, Inc.	Express Scripts Pharmacy Ontario, Ltd.
Cigna HealthCare of New Hampshire, Inc.	Express Scripts Pharmacy West, Ltd.
Cigna HealthCare of New Jersey, Inc.	Express Scripts Pharmacy, Inc.
Cigna Healthcare of North Carolina, Inc.	Express Scripts Sales Operations, Inc.

Additional Named Insureds (2 of 2)

Express Scripts Senior Care Holdings, Inc.
Express Scripts Senior Care, Inc.
Express Scripts Specialty Distribution Services, Inc.
Express Scripts Strategic Development, Inc.
Express Scripts Services Co.
Express Scripts Utilization Management Company
Freco, Inc.
Freedom Service Company, LLC
Gulfquest, LP
Healthbridge Reimbursement & Product Support, Inc.
Healthbridge, Inc.
HealthCare of Colorado, Inc.
Healthspring Life & Health Insurance Company, Inc.
Healthspring of Florida, Inc.
Healthspring USA, LLC
Healthspring, Inc.
Home Physicians Management, LLC
Innovative Product Alignment, LLC
Inside RX, LLC
Lynnfield Compounding Center, Inc.
Lynnfield Drug, Inc.
MAH Pharmacy, LLC
Matrix GPO, LLC
Matrix Healthcare Services, Inc.
MDLIVE, Inc.
Medco Containment Insurance Company of NY
Medco Containment Life Insurance Company
Medco Health Services, Inc.
Medco Health Solutions, Inc.
MedSolutions Holdings, Inc.
MedSolutions of Texas, Inc.
MHS Holdings, CV
MSI Health Organization of Texas, Inc.
MyM Technology Services, LLC
myMatrixx Holdings, LLC
myMatrixx-B, LLC
Newquest Management Northeast, LLC
Newquest Management of Alabama, LLC
Newquest, LLC
Palladian Health of Florida, LLC
Palladian Independent Practice Association, LLC
Priority Healthcare Corporation
Priority Healthcare Distribution, Inc.
QPID Health, LLC
Quallent Pharmaceuticals Health LLC
Specialty Products Acquisitions, LLC

SpectraCare Health Care Ventures, Inc.
SpectraCare, Inc.
Tel-Drug of Pennsylvania, L.L.C.
Tel-Drug, Inc.
Verity Solutions Group, Inc.

POLICY NUMBER: HDO G72482256

Endorsement Number: 3

**COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you are performing operations for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we

will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: HDO G72482256

Endorsement Number: 1

**COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you perform work for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: ISA H25558285

Endorsement Number: 1

**COMMERCIAL AUTO
CA 20 01 11 20****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****LESSOR – ADDITIONAL INSURED AND LOSS PAYEE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured: Cigna Corporation**Endorsement Effective Date:****SCHEDULE****Insurance Company:** ACE American Insurance Company**Policy Number:** ISA H25558285**Effective Date:** 07/01/2022**Expiration Date:** 07/01/2023**Named Insured:** Cigna Corporation**Address:** 900 Cottage Grove Road
Bloomfield CT 06002**Additional Insured (Lessor):** Any Lessor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.**Address:****Designation Or Description Of "Leased Autos":** All autos leased by you

Coverages	Limit Of Insurance Or Deductible
Covered Autos Liability	\$ 2,000,000 Each "Accident"

Comprehensive	\$	Deductible For Each Covered "Leased Auto"
Collision	\$	Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	\$	Deductible For Each Covered "Leased Auto"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. For a "leased auto" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - a. You;
 - b. Any of your "employees" or agents; or
 - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the Policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the Policy, we will mail notice to the lessor.

3. Cancellation ends this agreement.

- D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Philadelphia PA Office 100 North 18th Street 15th Floor Philadelphia PA 19103 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Cigna Corporation Et Al Express Scripts Holding Company 900 Cottage Grove Road Bloomfield CT 06002 USA	INSURER A: Lexington Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570096128691 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				☐ PER STATUTE ☐ OTH E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RFQ #269261. See attached list of additional Named Insureds.

570096128691

Certificate No :

CERTIFICATE HOLDER

CANCELLATION

Purchasing Agent Metropolitan Government of Nashville and Davidson County, Metro Courthouse 101 James Robertson Pkwy. Nashville TN 37201 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Cigna Corporation Et Al	
POLICY NUMBER See Certificate Number: 570096128691			
CARRIER See Certificate Number: 570096128691	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES	If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.
---------------------	--

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
A	Misc Med Prof			35407109 Healthcare Prof Liab	07/01/2022	07/01/2023	HC Limit - Claims Made	\$15,000,000

Additional Named Insureds (1 of 2)

Accredo Health Group, Inc.	Cigna HealthCare of St. Louis, Inc.
Accredo Health, Incorporated	Cigna HealthCare of South Carolina, Inc.
AHG of New York, Inc.	Cigna Healthcare of Tennessee, Inc.
Airport Holdings, LLC	Cigna HealthCare of Texas, Inc.
Allegiance Benefit Plan Management, Inc.	Cigna Healthcare of Utah, Inc.
Allegiance Cobra Services, Inc.	Cigna Healthcare, Inc.
Bravo Health Mid-Atlantic, Inc.	Cigna Medical Group
Brighter Inc.	Connecticut General Life Insurance Company
Biopartners in Care, Inc.	CuraScript, Inc.
Care Continuum, Inc.	Diversified NY IPA, Inc.
CareCore National Group, LLC	Diversified Pharmaceutical Services, Inc.
CareCore National Intermediate Holdings, LLC	Econdisc Contracting Solutions, LLC
CareCore National, LLC	ESI Canada
CareCore NJ, LLC	ESI GP Canada ULC
CareNext Managed Care, LLC	ESI GP Holdings, Inc.
CareNext Post-Acute, LLC	ESI GP2 Canada ULC
Chiro Alliance Corporation	ESI Mail Order Processing, Inc.
Cigna Corporate Services, LLC	ESI Mail Pharmacy Service, Inc.
Cigna Dental Health of California, Inc.	ESI Partnership
Cigna Dental Health of Delaware, Inc.	ESI Resources, Inc.
Cigna Dental Health of Florida, Inc.	Evernorth Behavioral Health Inc.
Cigna Dental Health of Kentucky, Inc.	f/k/a Cigna Behavioral Health, Inc.
Cigna Dental Health of Maryland, Inc.	Evernorth Behavioral Health of California, Inc.
Cigna Dental Health of Missouri	f/k/a Cigna Behavioral Health of California, Inc.
Cigna Dental Health of New Jersey, Inc.	Evernorth Behavioral Health of Texas, Inc.
Cigna Dental Health of North Carolina, Inc.	f/k/a Cigna Behavioral Health of Texas, Inc.
Cigna Dental Health of Ohio, Inc.	Evernorth Care Solutions, Inc.
Cigna Dental Health of Pennsylvania, Inc.	Evernorth Direct Health, LLC
Cigna Dental Health of Texas, Inc.	eviCore healthcare MSI, LLC
Cigna Dental Health of Virginia, Inc.	Express Reinsurance Company
Cigna Dental Health Plan of Arizona, Inc.	Express Scripts Administrators LLC
Cigna Dental Health, Inc.	Express Scripts Canada Co.
Cigna European Services (UK) Limited	Express Scripts Canada Holding Co.
Cigna Health and Life Insurance Company	Express Scripts Canada Holding, LLC
Cigna Health Management, Inc.	Express Scripts Canada Services
Cigna Healthcare of Arizona, Inc.	Express Scripts Canada Wholesale
Cigna Healthcare of California, Inc.	Express Scripts Holding Company
Cigna HealthCare of Colorado, Inc.	Express Scripts Holding Company, Inc.
Cigna HealthCare of Connecticut, Inc.	Express Scripts, Inc.
Cigna HealthCare of Florida, Inc.	Express Scripts Pharmaceutical Procurement, LLC
Cigna Healthcare of Georgia, Inc.	Express Scripts Pharmacy Atlantic, Ltd.
Cigna HealthCare of Illinois, Inc.	Express Scripts Pharmacy Central, Ltd.
Cigna HealthCare of Indiana, Inc.	Express Scripts Pharmacy Ontario, Ltd.
Cigna HealthCare of New Hampshire, Inc.	Express Scripts Pharmacy West, Ltd.
Cigna HealthCare of New Jersey, Inc.	Express Scripts Pharmacy, Inc.
Cigna Healthcare of North Carolina, Inc.	Express Scripts Sales Operations, Inc.

Additional Named Insureds (2 of 2)

Express Scripts Senior Care Holdings, Inc.
Express Scripts Senior Care, Inc.
Express Scripts Specialty Distribution Services, Inc.
Express Scripts Strategic Development, Inc.
Express Scripts Services Co.
Express Scripts Utilization Management Company
Freco, Inc.
Freedom Service Company, LLC
Gulfquest, LP
Healthbridge Reimbursement & Product Support, Inc.
Healthbridge, Inc.
HealthCare of Colorado, Inc.
Healthspring Life & Health Insurance Company, Inc.
Healthspring of Florida, Inc.
Healthspring USA, LLC
Healthspring, Inc.
Home Physicians Management, LLC
Innovative Product Alignment, LLC
Inside RX, LLC
Lynnfield Compounding Center, Inc.
Lynnfield Drug, Inc.
MAH Pharmacy, LLC
Matrix GPO, LLC
Matrix Healthcare Services, Inc.
MDLIVE, Inc.
Medco Containment Insurance Company of NY
Medco Containment Life Insurance Company
Medco Health Services, Inc.
Medco Health Solutions, Inc.
MedSolutions Holdings, Inc.
MedSolutions of Texas, Inc.
MHS Holdings, CV
MSI Health Organization of Texas, Inc.
MyM Technology Services, LLC
myMatrixx Holdings, LLC
myMatrixx-B, LLC
Newquest Management Northeast, LLC
Newquest Management of Alabama, LLC
Newquest, LLC
Palladian Health of Florida, LLC
Palladian Independent Practice Association, LLC
Priority Healthcare Corporation
Priority Healthcare Distribution, Inc.
QPID Health, LLC
Quallent Pharmaceuticals Health LLC
Specialty Products Acquisitions, LLC

SpectraCare Health Care Ventures, Inc.
SpectraCare, Inc.
Tel-Drug of Pennsylvania, L.L.C.
Tel-Drug, Inc.
Verity Solutions Group, Inc.



Notice of Intent to Award

Solicitation Number	126220	Award Date	1/21/2022 3:24 PM CST
Solicitation Title	Group Medical Insurance		
Buyer Name	Scott Ferguson	Buyer Email	scott.ferguson@nashville.gov
BAO Rep	Jeremy Frye	BAO Email	jeremy.frye@nashville.gov

Awarded Supplier(s)

In reference to the above solicitation and contingent upon successful contract negotiation, it is the intent of the Metropolitan Government of Nashville and Davidson County to award to the following supplier(s):

Company Name	CIGNA Health & Life Insurance Co	Company Contact	Paul Huffman
Street Address	900 Cottage Grove Road		
City	Bloomfield	State	CT
		Zipcode	06002

Company Name	Humana Insurance Company	Company Contact	Tracey Garrison
Street Address	500 West Main Street		
City	Louisville	State	KY
		Zipcode	40202

Company Name		Company Contact	
Street Address			
City		State	
		Zipcode	

Certificate of Insurance

The awarded supplier(s) must submit a certificate of insurance (COI) indicating all applicable coverage required by the referenced solicitation. The COI should be emailed to the referenced buyer no more than 15 days after the referenced award date.

Equal Business Opportunity Program

Where applicable, the awarded supplier(s) must submit a signed copy of the letter of intent to perform for any and all minority-owned (MBE) or woman-owned (WBE) subcontractors included in the solicitation response. The letter(s) should be emailed to the referenced business assistance office (BAO) rep no more than two business days after the referenced award date.

☐

Yes, the EBO Program is applicable.

☒

No, the EBO Program is not applicable.

Monthly Reporting

Where applicable, the awarded supplier(s) will be required monthly to submit evidence of participation and payment to all small (SBE), minority-owned (MBE), women-owned (WBE), LGBT-owned (LGBTBE), and service disabled veteran owned (SDV) subcontractors. Sufficient evidence may include, but is not necessarily limited to copies of subcontracts, purchase orders, applications for payment, invoices, and cancelled checks.

Questions related to contract compliance may be directed to the referenced BAO rep.

☐

Yes, monthly reporting is applicable.

☒

No, monthly reporting is not applicable.

Public Information and Records Retention

Solicitation and award documentation are available upon request. Please email the referenced buyer to arrange.

A copy of this notice will be placed in the solicitation file and sent to all offerors.

Right to Protest

Per MCL 4.36.010 – any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the purchasing agent. The protest shall be submitted in writing within ten (10) days after such aggrieved person knows or should have known of the facts giving rise thereto.

____ Supervisor (Initial)

Michelle A. Hernandez Lane
 Michelle A. Hernandez Lane
 Purchasing Agent & Chief Procurement Officer

RFQ# 126220 Group Medical Insurance					
Evaluation Criteria	Aetna Life Insurance Company	BLUE CROSS BLUE SHIELD OF TN	Cigna Health & Life Insurance Co	Humana Insurance Company	United Healthcare Services
PPO Plan					
Licensing Requirements	Yes	Yes	Yes	Yes	Yes
Background Check Acceptance	Yes	Yes	Yes	Yes	Yes
Solicitation Acceptance	Yes	Yes	Yes	Yes	Yes
Contract Acceptance	Yes	Yes	Yes	Yes	Yes
ISA Questionnaire Completed and Terms Accepted	Yes	Yes	Yes	Yes	Yes
Experience, Account Management and Account Administration (30 Points)	22	23	30	12	16
Provider Network Access (19 Points)	19	18	18	16	15
Pharmacy (9 Points)	7	7	7	7	7
Tools, Communications, Health Management, Reporting and Performance (7 Points)	6	6	7	6	6
Diversity Survey (5 Points)	5.00	4.50	4.00	5.00	5.00
Pricing (30 Points)	29.15	29.59	28.63	26.94	30.00
Totals	88.15	88.09	94.63	72.94	79.00

Strengths & Weaknesses

Aetna Life Insurance Company

Strengths: *Questionnaire 1:* Account Management - Question 16 - Firm will allow access to system to make eligibility updates and access to view claims information. *Questionnaire 2:* Provider Network - Question 56 - Firm will notify Metro in advance with a letter. The firm's Diversity Practices fully met expectations.

Weaknesses: *Questionnaire 1:* Requirements - Question 7(d) - Firm's answer not definitive regarding secure access to view transactions. Experience - Question 2 - Half of clients were non-medical and no names for references. Account Management - Question 12 - Firm's proposal could cause Metro to lose Grandfather status. Question 19 - Firm's ID replacement cards are only digital. Question 25 - Firm limits claim reviews to one year of data. Question 27 - Firm's answer lacked details. Question 38 - Firm's answer vague and didn't directly answer question or timing. Question 39 - Firm scrubs transcripts of customer calls. HRA Product - Question 49 - Firm does not prohibit providers from collecting payment at time of service which could result in member overpayment or incorrect payments. Reporting - Question 51 - Firm requires confidentiality agreement to provide requested reports and adjudication reports not tracked by customer. *Questionnaire 3:* Pharmacy Organization - Question 67 - Firm provided vague answer. Pharmacy Formulary - Question 96 - Firm can Grandfather for only specialty drugs. Pharmacy Transition - Question 103 - Firm will not agree to provide 24 months of claims data without charging Metro an additional fee. *Questionnaire 4:* Interactive Tools & Resources - Question 104 - Firm does not have interactive online tools. Question 105(d) - Firm's online tool is not customized enough to meet Metro's needs.

BLUE CROSS AND BLUE SHIELD OF TN

Strengths: *Questionnaire 1:* Account Management - Question 16 - Firm will allow access to system to make eligibility updates and access to view claims information. The firm's Diversity Practices met expectations.

Weaknesses: *Questionnaire 1:* Account Management - Question 9 - Firm can not administer Metro's HRA plan as it currently operates and is required. Question 16 - Firm will not allow Metro to access it's system to update eligibility for our members. Question 24 - Firm does not agree to an onsite pre-effective date claims audit. Questions 31, 32,33 - Firm does not offer to provide summary of benefits and changes to plans, will only assist Metro. Question 36(c) - Firm does not provide telehealth with additional cost to Metro's fee. Question 39(c) - Firm's customer average hold time was high. HRA Product - Question 44 - HRA debit card is not acceptable to Metro as it is not a fully integrated process. 48(c) Firm will charge members \$1.00 per paper statement. Question 49 - Firm doesn't prohibit providers from collecting at time of service but do have real time adjudication. *Questionnaire 2:* Provider Network - Question 56 - Firm requires a minimum of 50 providers being eliminated before members are notified in advance. *Questionnaire 3:* - Pharmacy Formulary - Question 95 - Firm does not have outcome based contracts with manufacturers. Firm did not provide and information on how they would grandfather existing members. Question 96 - No details on options for transitioning/Grandfather. Pharmacy Audit - Question 99 - Firm did not provide a complete answer. Question 103 - Firm would charge Metro for claims data. *Questionnaire 4:* Interactive Tools & Resources - Question 105(d) - Firm tools and resources not be customized to include all Metro plan design options. Integrated Health Management - Question 108 - Firm did not select 3-5 methods.

Cigna Health & Life Insurance Co

Strengths: *Questionnaire 1:* - Experience Question 2 - Firm provided a robust list of clients with large number of employees. Account Management - Question 9 - Firm has a low number of subcontractors. Question 20 - Firm has a low ratio of processors shared among clients. Question 31 - Firm will agree to provide draft language at no charge. Question 32(a,b) - Firm will create the annual SBC and will notify all plan participants of significant changes. Question 36 - Firm provides telehealth services at no cost. Question 39(a) - Firm's call center is always available. Question 40(e) - Firm will provide an international Customer Service phone number. Question 43 - Firm provided a thorough answer. HRA Product - Question 49 - Firm permits contracted providers to require members to make payments at of service. Questionnaire 3: Pharmacy Clinical & Utilization Management - Question 70 - Firm provided a complete answer on measuring adherence. *Questionnaire 4:* Interactive Tools & Resources - Question 104 - Firm's tools check all the boxes. Question 105(g) - Firm's cost calculator and Easy Choice tool does include employee payroll contributions. The firm's Diversity Practices met expectations.

Weaknesses: *Questionnaire 1:* Account Management - Question 16 - Firm will not allow Metro to access systems to view claims information. *Questionnaire 2:* Provider Network - Question 56 - Firm does not notify Metro if individual providers are eliminated. *Questionnaire 3:* Pharmacy Organization - Question 67 - Firm not forthcoming with data breach information. Pharmacy Network Question 81(f) - Firm has national pharmacy chains that are excluded from 90 refill. Pharmacy Formulary - Question 96 - Firm does not offer grandfathering. Pharmacy Transition - Question 103 - Firm does not agree to provide claims data. *Questionnaire 4:* Interactive Tools & Resources - Question 105(g) - Firm's cost calculator does not include employee payroll contributions.

Humana Insurance Company

Strengths: *Questionnaire 3:* Pharmacy Clinical and Utilization Management - Question 69 - Firm provided a complete opioid utilization management plan. The firm's Diversity Practices fully met expectations.

Weaknesses: *Questionnaire 1:* Requirements - Question 9 - Firm did not confirm their ability to meet this requirement. Experience - Question 1 - Firm does not have the experience to manage plans the size of Metro, they only have three (3) PPO clients with 5,000+ subscribers and zero (0) ABP client with 5,000+ subscribers. Question 2 - Firm's examples have low number of employees and only four (4) with medical. Account Administration - Question 25(a) - Firm puts restriction of 150 records on claim reviews. Question 26(c) Firm excludes state of Wisconsin for out of network services. Question 26(g) Firm did not answer. Question 36(b,c) - Firm charges member and Metro for telehealth services. Question 39(e) - Firms call resolution percentage low. Question 40(f) - Firm does not have ability for CSR to co-browse with participant. Question 43 - Firm does not have a dedicated call center unit. Question 49 - Firm did not answer this question, will provide debit card solution. Question 51 - Firm can not provide all reports required by Metro. *Questionnaire 2:* Provider Network - Question 56(a,b) - Firm has caveats to notifications and does define how members are notified. *Questionnaire 3:* Pharmacy Network - Question 84 - Firm holds prescriptions until ready to fill all before mailing. Pharmacy Transition - Question 101 - Firm would charge Metro for prior pharmacy claims history to avoid member disruption. *Questionnaire 4:* Interactive Tools & Resources - Question 105(f) - no cost calculator tool offered.

United Healthcare Services

Strengths: The firm's Diversity Practices fully met expectations.

Weaknesses: *Questionnaire 1:* Requirements - Question 8(c) - Firm did not answer. Question 10 - This does not meet Metro's service requirements, Metro requires the provider to determine dependent child incapacitation eligibility. Experience - Question 1 - Firm's total number of clients has been dropping. Question 2 - Firms do not provide specifics requested. Account Management - Question 8 - Firm did not answer. Question 16 - Firm provided vague answer. Question 19 - Firm requires too long of a lead time of 40 days for production of ID cards, Metro can only accommodate 20-30 days for production. Question 24 - Firm did not answer. Question 27 - Firm has a low percentage of claims auto-adjudicated. Question 36(b,c) - Not clear on pricing for use of telehealth services. Question 39(f,g) - Firm does not record 100% of customer calls, Metro can not listen to call recordings. Call center over seas not acceptable. Question 46 - Firm requires use of debit card to handle reimbursement. Reporting - Question 51 - Firm can not provide all reports Metro requires. *Questionnaire 2:* Provider Network - Question 56 - Firm does not define how and when members would be notified if providers are eliminated. *Questionnaire 3:* Pharmacy Formulary - Question 96 - Firm would limit grandfathering by category. Question 98 - Firm did not provide specifics. Pharmacy Audit - Question 99 - Firm restricts audits to 1 year. Pharmacy Transition - Question 100 - Firm would charge Metro for providing special layouts. Question 105(d) - Additional cost for pre-enrollment tool.

RFQ# 126220 Group Medical Insurance					
Evaluation Criteria	Aetna Life Insurance Company	BLUE CROSS BLUE SHIELD OF TN	Cigna Health & Life Insurance Co	Humana Insurance Company	United Healthcare Services
Account Based Plan					
Licensing Requirements	Yes	Yes	Yes	Yes	Yes
Background Check Acceptance	Yes	Yes	Yes	Yes	Yes
Solicitation Acceptance	Yes	Yes	Yes	Yes	Yes
Contract Acceptance	Yes	Yes	Yes	Yes	Yes
ISA Questionnaire Completed and Terms Accepted	Yes	Yes	Yes	Yes	Yes
Experience, Account Management and Account Administration (30 Points)	22	8	30	12	16
Provider Network Access (19 Points)	19	18	18	16	15
Pharmacy (9 Points)	7	7	7	6	7
Tools, Communications, Health Management, Reporting and Performance (7 Points)	6	6	7	6	6
Diversity Survey (5 Points)	5.00	4.50	4.00	5.00	5.00
Pricing (30 Points)	29.39	29.66	29.07	26.49	30.00
Totals	88.39	73.16	95.07	71.49	79.00

Strengths & Weaknesses

Aetna Life Insurance Company

Strengths: *Questionnaire 1:* Account Management - Question 16 - Firm will allow access to system to make eligibilty updates and access to view claims information. *Questionnaire 2:* Provider Network - Question 56 - Firm will notify Metro in advance with a letter. The firm's Diversity Practices fully met expectations.

Weaknesses: *Questionnaire 1:* Requirements - Question 7(d) - Firm's answer not definitive regarding secure access to view transactions. Experience - Question 2 - Half of clients were non-medical and no names for references. Account Management - Question 12 - Firm's proposal could cause Metro to lose Grandfather status. Question 19 - Firm's ID replacement cards are only digital. Question 25 - Firm limits claim reviews to one year of data. Question 27 - Firm's answer lacked details. Question 38 - Firm's answer vague and didn't directly answer question or timing. Question 39 - Firm scrubs transcripts of customer calls. HRA Product - Question 49 - Firm does not prohibit providers from collecting payment at time of service which could result in member overpayment or incorrect payments. Reporting - Question 51 - Firm requires confidentiality agreement to provide requested reports and adjudication reports not tracked by customer. *Questionnaire 3:* Pharmacy Organization - Question 67 - Firm provided vague answer. Pharmacy Formulary - Quesiton 96 - Firm can Grandfather for only specialty drugs. Pharmacy Transition - Question 103 - Firm will not agree to provide 24 months of claims data without charging Metro an additional fee. *Questionnaire 4:* Interactive Tools & Resources - Question 104 - Firm does not have interactive online tools. Question 105(d) - Firm's online tool is not customized enough to meet Metro's needs.

BLUE CROSS AND BLUE SHIELD OF TN

Strengths: *Questionnaire 1:* Account Management - Question 16 - Firm will allow access to system to make eligibilty updates and access to view claims information. The firm's Diversity Practices met expectations.

Weaknesses: *Questionnaire 1:* Account Management - Question 9 - Firm can not administer Metro's HRA plan as it currently operates and is required. Question 16 - Firm will not allow Metro to access it's system to update eligibility for our members. Question 24 - Firm does not agree to an onsite pre-fective date claims audit. Questions 31, 32,33 - Firm does not offer to provide summary of benefits and changes to plans, will only assist Metro. Question 36(c) - Firm does not provide telehealth with additional cost to Metro's fee. Question 39(c) - Firm's customer average hold time was high. HRA Product - Question 44 - HRA debit card is not acceptable to Metro as it is not a fully integrated process. 48(c) Firm will charge members \$1.00 per paper statement. Question 49 - Firm doesn't prohibit providers from collecting at time of service but do have real time adjudication. *Questionnaire 2:* Provider Network - Question 56 - Firm requires a minimum of 50 providers being eliminated before members are notified in advance. *Questionnaire 3:* - Pharmacy Formulary - Question 95 - Firm does not have outcome based contracts with manufacturers. Firm did not provide and information on how they would grandfather existing members. Question 96 - No details on options for transitioning/Grandfather. Pharmacy Audit - Question 99 - Firm did not provide a complete answer. Question 103 - Firm would charge Metro for claims data. *Questionnaire 4:* Interactive Tools & Resources - Question 105(d) - Firm tools and resources not be customized to include all Metro plan design options. Integrated Health Management - Question 108 - Firm did not select 3-5 methods.

Cigna Health & Life Insurance Co

Strengths: *Questionnaire 1:* - Experience Question 2 - Firm provided a robust list of clients with large number of employees. Account Management - Question 9 - Firm has a low number of subcontractors. Question 20 - Firm has a low ratio of processors shared among clients. Question 31 - Firm will agree to provide draft language at no charge. Question 32(a,b) - Firm will create the annual SBC and will notify all plan participants of significant changes. Question 36 - Firm provides telehealth services at no cost. Question 39(a) - Firm's call center is always available. Question 40(e) - Firm will provide an international Customer Service phone number. Question 43 - Firm provided a thorough answer. HRA Product - Question 49 - Firm permits contracted providers to require members to make payments at of service. Questionnaire 3: Pharmacy Clinical & Utilization Management - Question 70 - Firm provided a complete answer on measuring adherence. *Questionnaire 4:* Interactive Tools & Resources - Question 104 - Firm's tools check all the boxes. Question 105(g) - Firm's cost calculator and Easy Choice tool does include employee payroll contributions. The firm's Diversity Practices met expectations.

Weaknesses: *Questionnaire 1:* Account Management - Question 16 - Firm will not allow Metro to access systems to view claims information. *Questionnaire 2:* Provider Network - Question 56 - Firm does not notify Metro if individual providers are eliminated. *Questionnaire 3:* Pharmacy Organization - Question 67 - Firm not forthcoming with data breach information. Pharmacy Network Question 81(f) - Firm has national pharmacy chains that are excluded from 90 refill. Pharmacy Formulary - Question 96 - Firm does not offer grandfathering. Pharmacy Transition - Question 103 - Firm does not agree to provide claims data. *Questionnaire 4:* Interactive Tools & Resources - Question 105(g) - Firm's cost calculator does not include employee payroll contributions.

Humana Insurance Company

Strengths: *Questionnaire 3:* Pharmacy Clinical and Utilization Management - Question 69 - Firm provided a complete opioid utilization management plan. The firm's Diversity Practices fully met expectations.

Weaknesses: *Questionnaire 1:* Requirements - Question 9 - Firm did not confirm their ability to meet this requirement. Experience - Question 1 - Firm does not have the experience to manage plans the size of Metro, they only have three (3) PPO clients with 5,000+ subscribers and zero (0) ABP client with 5,000+ subscribers. Question 2 - Firm's examples have low number of employees and only four (4) with medical. Account Administration - Question 25(a) - Firm puts restriction of 150 records on claim reviews. Question 26(c) Firm excludes state of Wisconsin for out of network services. Question 26(g) Firm did not answer. Question 36(b,c) - Firm charges member and Metro for telehealth services. Question 39(e) - Firms call resolution percentage low. Question 40(f) - Firm does not have ability for CSR to co-browse with participant. Question 43 - Firm does not have a dedicated call center unit. Question 49 - Firm did not answer this question, will provide debit card solution. Question 51 - Firm can not provide all reports required by Metro. *Questionnaire 2:* Provider Network - Question 56(a,b) - Firm has caveats to notifications and does define how members are notified. *Questionnaire 3:* Pharmacy Network - Question 84 - Firm holds prescriptions until ready to fill all before mailing. Pharmacy Transition - Question 101 - Firm would charge Metro for prior pharmacy claims history to avoid member disruption. *Questionnaire 4:* Interactive Tools & Resources - Question 105(f) - no cost calculator tool offered.

United Healthcare Services

Strengths: The firm's Diversity Practices fully met expectations.

Weaknesses: *Questionnaire 1:* Requirements - Question 8(c) - Firm did not answer. Question 10 - This does not meet Metro's service requirements, Metro requires the provider to determine dependent child incapacitation eligibility. Experience - Question 1 - Firm's total number of clients has been dropping. Question 2 - Firms do not provide specifics requested. Account Management - Question 8 - Firm did not answer. Question 16 - Firm provided vague answer. Question 19 - Firm requires too long of a lead time of 40 days for production of ID cards, Metro can only accommodate 20-30 days for production. Question 24 - Firm did not answer. Question 27 - Firm has a low percentage of claims auto-adjudicated. Question 36(b,c) - Not clear on pricing for use of telehealth services. Question 39(f,g) - Firm does not record 100% of customer calls, Metro can not listen to call recordings. Call center over seas not acceptable. Question 46 - Firm requires use of debit card to handle reimbursement. Reporting - Question 51 - Firm can not provide all reports Metro requires. *Questionnaire 2:* Provider Network - Question 56 - Firm does not define how and when members would be notified if providers are eliminated. *Questionnaire 3:* Pharmacy Formulary - Question 96 - Firm would limit grandfathering by category. Question 98 - Firm did not provide specifics. Pharmacy Audit - Question 99 - Firm restricts audits to 1 year. Pharmacy Transition - Question 100 - Firm would charge Metro for providing special layouts. Question 105(d) - Additional cost for pre-enrollment tool.

RFQ# 126220 Group Medical Insurance					
Evaluation Criteria	Aetna Life Insurance Company	BLUE CROSS BLUE SHIELD OF TN	Cigna Health & Life Insurance Co	Humana Insurance Company	Sierra Health and Life Insurance - A United Healthcare entitiy
Medicare Advantage Plan					
Licensing Requirements	Yes	Yes	Yes	Yes	Yes
Background Check Acceptance	Yes	Yes	Yes	Yes	Yes
Solicitation Acceptance	Yes	Yes	Yes	Yes	Yes
Contract Acceptance	Yes	Yes	Yes	Yes	Yes
ISA Questionnaire Completed and Terms Accepted	Yes	Yes	Yes	Yes	Yes
Experience, Account Management and Account Administration (30 Points)	21	9	7	30	24
Provider Network Access (19 Points)	19	11	5	18	15
Pharmacy (9 Points)	7	5	5	9	6
Tools, Communications, Health Management, Reporting and Performance (7 Points)	5	3	4	5	5
Diversity Survey (5 Points)	5.00	4.50	4.00	5.00	5.00
Pricing (30 Points)	30.00	17.54	23.14	25.69	15.27
Totals	87.00	50.04	48.14	92.69	70.27

Strengths & Weaknesses
Aetna Life Insurance Company
Strengths: <i>Questionnaire 2: Network and Geographic Coverage</i> - Question 35 - Great employee training for senior sensitivity. Question 43 - Firm has best network coverage. Question 45 - Firm's turnover percentages have been trending down. <i>Questionnaire 4: Clinical Care and Managment Programs</i> - Question 87 - Firm did not demonstrate tools that could educate members and assist them. <i>Member Communications</i> - Question 90 - Firm described their willingness to and flexibility to modify the language in the welcome kit. The firm's Diversity Practices fully met expectations. Weaknesses: <i>Questionnaire 1</i> : - Requirements - Description of Requirements were not specific enough. Account Management - Question 12 - Number of subcontractors that are connecting with members in key areas. Account Administration - Question 19 showing Five Star rating trending down over past three years. Question 20(b) Did not answer question correctly, no explanation of 3 star ratings. Question 22 - Did not provide enough details in answer. Member Services - Question 38 (g) Can not provide Metro representative call recordings and transcripts if requested. <i>Questionnaire 3: Pharmacy & Clinical Utilization Management</i> - Question 51 - Firm's program did not address opiate management. Pharmacy Formulary - Question 71 - Firm will not grandfather existing members <i>Questionnaire 4: Member Tools and Programs</i> - Question 80,81 - Firm will not provide health fairs for seniors and dental benefit not clear and do not meet existing. Dental benefit did not agree to match Metro's current plan design without incorporating additional cost. Did not agree to match Metro's current plan design for acupuncture services without incorporating additional cost.

BLUE CROSS AND BLUE SHIELD OF TN
Strengths: The firm's Diversity Practices met expectations. Weaknesses: <i>Questionnaire 1</i> : Experience - Questions 1 and 2 - Firm does not have experience managing large plans and Firm did not provide examples of providing MA plans to large groups. Question 3 - Firm not showing large percentage of renewals. Question 4 - Firm's answer does not demonstrate growth in this sector. Question 5 - Book of business shows limited experience in sector. Question 6 - Proposed staffing information is vague. Question 11 - Answer lacked details. Question 16 - Answer does not align with Metro's requirements. Account Administration - Question 19 - Overall Five Star Quality Ratings were lower than expected. Question 30 - Answer not acceptable to Metro current processes, Metro's expectations are for provider to resolve and Metro assist if needed. Question 34 - no dedicated Medicate Advantage experience Metro Account team. <i>Questionnaire 2: Network and Geographic Coverage</i> - Question 44(e) - Firm not expanding their network. Question 45 - Firm's turnover percentages trending down. Question 46 - Firm's answer not thorough. Question 47 - Firm did not provide any details. <i>Questionnaire 3: Pharmacy Organization</i> - Question 50 - Firm has had Data Breach in last 3 years. Pharmacy Transition - Question 73 - Not clear on process to transition prior authorizations. Question 74 - Answer not acceptable to Metro. Question 75 - Firm would charge Metro for claims data. <i>Questionnaire 4: Member Tools and Programs</i> - Question 78 - Firm did not provide a website. Question 79(d) - Firm does not offer pricing comparison tools. Question 80 - Firm not offering at least matches to exiting benefits. Question 81(a,b,c,d) Firm did not provide details Clinical Care and Management Programs - Question 87 - Firm did not provide details on tools. Member Communications - Question 90 and 91 - Firm non-committal on willingness to modify welcome kit language.

Cigna Health & Life Insurance Co

Strengths: *Questionnaire 4:* Member Tools and Programs - Question 78 - Firm offers a website for prospective members and provided a link to it. The firm's Diversity Practices met expectations.

Weaknesses: *Questionnaire 1:* Experience - Question 3 - Firm's renewal rate lowest of all firms. Question 5 - Book of business lacks complete geographical coverages required by Metro and lacked details. Account Management - Question 7 - Firm did not answer. Account Administration - Question 19 - Firm did not provide data for this answer. Question 28 - Turnaround time for resolution to issues is unacceptable to Metro. Question 31 - Firm does not accept retroactive enrollments and disenrollments. Question 35 - Description of training program lacked detail. Member Services - *Questionnaire 2: Network and Geographic Coverage* - Question 44(d) Firm's answer is vague. Question 44(e) - Firm's answer not specific. Question 45 - Firm did not provide any data. Question 46 - Firm's answer not thorough. Question 47 - Firm did not provide any details, no mention of physician contracts. *Questionnaire 3: Pharmacy Clinical & Utilization Management* - Question 58 - Firm did not provide information on specialty assistance programs. Pharmacy Formulary - Question 67 - Firm's formulary showing increase in prices. Pharmacy Transition - Question 73 - No process for prior authorizations and no process to transfer previous vendor. Question 74 - Not clear on process to transition prior authorizations. *Questionnaire 4: Member Tools and Programs* - Question 77 - Firm did not provide a link. Question 80 - Firm not offering at least matches to exiting benefits. Question 81(a,b,c,d) Firm did not provide details. Member Communications - Question 90 - Firm did not demonstrate willingness to modify language in the welcome kit.

Humana Insurance Company

Strengths: *Questionnaire 1: Experience* - Question 5 - Firm's Book of Business is robust and covers all 50 states. Account Management - Question 11 - Firm commits to assigning no more than two (2) implementations at one time to one implementation manager. Question 15 - Firm can set up customer call center by August 2022. Account Administration - Question 19 - Fire Start Quality scores trending up. Question 22 - Answer was thorough and data driven. Question 34 - Firm will provide a dedicate claim representative. Member Services - dQuestion 37 - Firm will provide a holistic approach to customer service and infrastructure. Question 39 - Firm has low turnover rate of call center representatives. *Questionnaire 2: Network and Geographic Coverage* - Question 43 - *Firm's network coverage is good.* Question 44 - Firm's approach is customer centric. *Questionnaire 3: Pharmacy Organization* - Question 48 - Firm would provide an on call pharmacist. Pharmacy Formulary - Question 71 - Firm would grandfather existing members. Pharmacy Transition - Question 74 - Firm would provide temporary transitional drugs. Question 75 - Firm agrees to provide 24 months of complete claims data. *Questionnaire 4:* Member Tools and Programs - Question 78 - Firm offers a website for prospective members and provided a link to it. Member Communications - Question 90 and 91 - Firm described their willingness to and flexibility to modify the language in the welcome kit. The firm's Diversity Practices fully met expectations.

Weaknesses: *Questionnaire 2: Geographic Coverage* - Question 45 - Firm's turnover percentages not trending improvement.

Sierra Health and Life Insurance - A United Healthcare entity

Strengths: *Questionnaire 1: Account Administration* - Question 19 - In 2022, Firm's Five Star Rating was a five (5). *Questionnaire #3:* - Pharmacy Network - *Question 59 - Firm has a large pharmacy network.* *Questionnaire 4:* Member Tools and Programs - Question 80 - Firm is offering transportation assistance for health related needs. The firm's Diversity Practices fully met expectations.

Weaknesses: *Questionnaire 1:* Account Management - Question 6 - Firm's staffing plan did not identify dedicated leads. Question 9 - Firm's answer lacked detail. Question 16 - Firm did not agree to Metro's current requirement for auditing. Question 17 - Answer lacked details. Account Administration - Question 26 - Answer lacked detail. Question 29 - Firm's answer not clear. Question 35 - Firm's training program does not seem adequate. Member Services - Question 40 - Firm's answer does not provide complete answer. Question 41 - Firm will not arrange to provide drugs to be administered in members homes. *Questionnaire 2: Network and Geographic Coverage* - Question 43 - Firm's provider network not strong. Question 44(e) - Firm's not expanding network. Question 45 - Firm's turnover percentages not trending improvement. Question 46 - Firm's answer lacked detail. *Questionnaire 3: Pharmacy Clinical & Utilization Management* - Question 21 - Majority of PAs will transfer except for high risk meds. Question 51 - Answer lacked details. *Questionnaire 4:* Member Communications - Question 80 - Dental Program is at an added cost, does not meet Metro's existing plan design. Question 90 and 91 - Firm non-committal on willingness to modify welcome kit language.

Solicitation Title & Number			RFP Cost Points
Group Medical Insurance; RFQ# 126220			30
Offeror's Name	Total Bid Amount	SBE/SDV Participation Amount	RFP Cost Points
Aetna Life Insurance Company	\$625,806,000.00	\$0.00	29.15
BLUE CROSS BLUE SHIELD OF TN	\$616,469,000.00	\$0.00	29.59
Cigna Health & Life Insurance Co	\$637,239,000.00	\$0.00	28.63
Humana Insurance Company	\$677,212,000.00	\$0.00	26.94
Unit Heathcare Services	\$608,074,667.00	\$0.00	30.00
* Cost Proposals for PPO			

Solicitation Title & Number			RFP Cost Points
Group Medical Insurance; RFQ# 126220			30
Offeror's Name	Total Bid Amount	SBE/SDV Participation Amount	RFP Cost Points
Aetna Life Insurance Company	\$628,137,000.00	\$0.00	29.39
BLUE CROSS BLUE SHIELD OF TN	\$622,525,000.00	\$0.00	29.66
Cigna Health & Life Insurance Co	\$635,114,000.00	\$0.00	29.07
Humana Insurance Company	\$696,990,000.00	\$0.00	26.49
Unit Heathcare Services	\$615,424,000.00	\$0.00	30.00
* Cost Proposals for ABP			

Solicitation Title & Number			RFP Cost Points
Group Medical Insurance; RFQ# 126220			30
Offeror's Name	Total Bid Amount	SBE/SDV Participation Amount	RFP Cost Points
Aetna Life Insurance Company	\$9,801,000.00	\$0.00	30.00
BLUE CROSS BLUE SHIELD OF TN	\$16,762,000.00	\$0.00	17.54
Cigna Health & Life Insurance Co	\$12,707,000.00	\$0.00	23.14
Humana Insurance Company	\$11,445,000.00	\$0.00	25.69
Sierra Health and Life Insurance - A United Healthcare entity	\$19,362,000.00	\$0.00	15.19
* Cost Proposals for Medicare Advantage			

Cigna Contract #6518292 Draft - Compatibility Mode

Main document changes and comments

Page 1: Deleted Scott Ferguson 10/5/2022 9:42:00 AM

Document Highlights of Plan

•

Page 1: Added Scott Ferguson 10/5/2022 9:42:00 AM

Booklet

•

Page 1: Deleted Scott Ferguson 10/5/2022 9:42:00 AM

Claim

•

Page 1: Added Scott Ferguson 10/5/2022 10:26:00 AM

•

Exhibit C1 – Clinical Audit Agreement (Sample)

•

Page 1: Formatted Scott Ferguson 10/5/2022 10:26:00 AM

Font color: Auto, Not Expanded by / Condensed by

Page 1: Deleted Scott Ferguson 10/5/2022 10:29:00 AM

-

•

Page 1: Added Scott Ferguson 10/5/2022 10:29:00 AM

-

•

Page 1: Added Scott Ferguson 10/5/2022 10:29:00 AM

Privacy Addendum

•

Page 1: Deleted Scott Ferguson 10/5/2022 10:29:00 AM

Conditional Claim/Subrogation Recovery Services

•

Page 1: Added Scott Ferguson 10/5/2022 10:29:00 AM

Conditional Claim/Subrogation Recovery Services

•

Page 1: Deleted Scott Ferguson 10/5/2022 10:29:00 AM

Privacy Addendum

•

Page 1: Added Scott Ferguson 5/16/2022 8:24:00 AM

•

Exhibit F –

•

Page 1: Formatted Scott Ferguson 5/16/2022 8:24:00 AM

Font color: Auto, Not Expanded by / Condensed by

Page 1: Added Ferguson, Scott (Finance) 10/6/2022 9:51:00 AM

ISA Terms and Conditions

•
Page 1: Deleted Ferguson, Scott (Finance) 10/6/2022 9:51:00 AM

Affadavits
 Exhibit G – ISA Terms and Conditions

•
Page 1: Added Scott Ferguson 5/16/2022 8:25:00 AM

Affadavits
 Exhibit G – ISA Terms and Conditions

•
Page 1: Formatted Scott Ferguson 5/16/2022 8:25:00 AM

Font color: Auto, Not Expanded by / Condensed by

Page 1: Formatted Ferguson, Scott (Finance) 10/6/2022 9:57:00 AM

Font: Bold, Font color: Custom Color(RGB(34,31,31)), Condensed by 0.1 pt

Page 1: Formatted Ferguson, Scott (Finance) 10/6/2022 9:57:00 AM

Font: Bold

Page 1: Deleted Scott Ferguson 10/5/2022 10:47:00 AM

•
Page 1: Added Scott Ferguson 10/5/2022 10:47:00 AM

•
Page 1: Added Scott Ferguson 10/5/2022 10:47:00 AM

Pharmacy Benefit Management Services

•
Page 1: Deleted Scott Ferguson 10/5/2022 10:47:00 AM

Specialty Drug List

•
Page 1: Added Scott Ferguson 10/5/2022 10:48:00 AM

•
 Appendix B – Cigna Home Delivery Pharmacy Specialty Drug List

•
Page 1: Formatted Scott Ferguson 10/5/2022 10:48:00 AM

Font color: Auto, Not Expanded by / Condensed by

Page 1: Deleted Scott Ferguson 10/5/2022 9:38:00 AM

3753850

•
Page 1: Added Scott Ferguson 10/5/2022 9:38:00 AM

6474825

•
Page 1: Commented [FS(1)] Scott Ferguson 10/5/2022 12:32:00 PM

What should the term of agreement be?

Page 1: Deleted Ferguson, Scott (Finance) 4/7/2023 7:16:00 AM

2.2

Page 1: Formatted Ferguson, Scott (Finance) 4/7/2023 7:16:00 AM

Indent: Left: 0"

Page 1: Added Scott Ferguson 5/16/2022 8:34:00 AM

3

Page 1: Deleted Scott Ferguson 5/16/2022 8:34:00 AM

1

Page 1: Deleted Scott Ferguson 5/16/2022 8:37:00 AM

two

Page 1: Added Scott Ferguson 5/16/2022 8:37:00 AM

five

Page 1: Added Scott Ferguson 5/16/2022 8:38:00 AM

5

Page 1: Deleted Scott Ferguson 5/16/2022 8:38:00 AM

2

Page 1: Deleted Ferguson, Scott (Finance) 4/7/2023 7:15:00 AM

This contract may be extended by letter signed by both parties. The option to extend shall be exercised by and in the discretion of the Purchasing Agent. To be effective, any extension must be approved by the Purchasing Agent, Metro's Department of Law and Department of Finance.

Page 1: Formatted Ferguson, Scott (Finance) 4/7/2023 7:16:00 AM

Body Text, Indent: Left: 0.09", Hanging: 0.01", Right: 0.82", Space Before: 6.65 pt

Page 1: Deleted Scott Ferguson 5/16/2022 8:39:00 AM

In no event shall the term of this contract, including extensions, exceed sixty (60) months.

Page 1: Deleted Ferguson, Scott (Finance) 4/7/2023 7:16:00 AM

Page 2: Added Scott Ferguson 5/16/2022 8:39:00 AM

3

1.

Page 2: Deleted Scott Ferguson 5/16/2022 8:39:00 AM

1

1.

Page 4: Deleted Ferguson, Scott (Finance) 4/7/2023 7:20:00 AM

12

Page 4: Added Ferguson, Scott (Finance) 4/7/2023 7:20:00 AM

11

Page 6: Deleted Ferguson, Scott (Finance) 4/7/2023 7:21:00 AM

, not to exceed ninety (90) days,

Page 7: Added Ferguson, Scott (Finance) 4/12/2023 1:02:00 PM

a)

Cyber Liability. Cyber insurance covering claims arising from information security breaches under this contract with limits of no less than \$4,000,000.00

a)

Page 7: Formatted Ferguson, Scott (Finance) 4/12/2023 1:02:00 PM

Font color: Auto

Page 9: Added Ferguson, Scott (Finance) 10/5/2022 12:37:00 PM

30

Page 9: Deleted Ferguson, Scott (Finance) 10/5/2022 12:36:00 PM

20

Page 9: Deleted Ferguson, Scott (Finance) 10/5/2022 12:37:00 PM

2ND AVE SOUTH, STE

Page 9: Added Ferguson, Scott (Finance) 10/5/2022 12:37:00 PM

PRESIDENT RONALD
REAGAN WAY,

Page 9: Added Ferguson, Scott (Finance) 10/5/2022 12:37:00 PM

STE

Page 9: Added Ferguson, Scott (Finance) 10/5/2022 12:38:00 PM

10

Page 9: Deleted Ferguson, Scott (Finance) 10/5/2022 12:38:00 PM

19-6300

Page 9: Deleted Ferguson, Scott (Finance) 10/5/2022 12:50:00 PM

9

Page 9: Formatted Ferguson, Scott (Finance) 10/5/2022 12:50:00 PM

Right: 0.69", Space Before: 4.55 pt

Page 10: Deleted Ferguson, Scott (Finance) 10/5/2022 12:50:00 PM

Page 10: Added Ferguson, Scott (Finance) 10/5/2022 12:44:00 PM

Israel Anti-Boycott Act. In accordance with Tennessee Code Annotated Title 12, Chapter 4, Part 1
1 CONTRACTOR certifies that CONTRACTOR is not currently engaged in, and will not for the duration of this Contract, engage in a boycott of Israel.

33.

Page 10: Formatted Ferguson, Scott (Finance) 4/12/2023 2:20:00 PM

Font: 11 pt, Bold

Page 10: Formatted Ferguson, Scott (Finance) 4/12/2023 2:14:00 PM

Right: 0.4", Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 33 + Alignment: Left
+ Aligned at: 0.1" + Indent at: 0.57"

Page 10: Formatted **Ferguson, Scott (Finance)** **4/12/2023 1:42:00 PM**

Font: 11 pt

Page 10: Formatted **Ferguson, Scott (Finance)** **4/12/2023 1:42:00 PM**

Font: 11 pt

Header and footer changes

Page 1: Deleted **Scott Ferguson** **5/16/2022 8:21:00 AM**

DocuSign Envelope ID: 29427098-6A1D-42D2-A849-42F1FD2A07F0

Page 4: Deleted **Scott Ferguson** **5/16/2022 8:41:00 AM**

Contract #6474825

Text Box changes

Header and footer text box changes

Page 1: Deleted **Scott Ferguson** **5/16/2022 8:22:00 AM**

DocuSign Envelope ID: 29427098-6A1D-42D2-A849-42F1FD2A07F0

Page 1: Deleted **Scott Ferguson** **5/16/2022 8:22:00 AM**

Contract #6474825

Page 4: Deleted **Scott Ferguson** **5/16/2022 8:41:00 AM**

DocuSign Envelope ID: 29427098-6A1D-42D2-A849-42F1FD2A07F0

Page 4: Deleted **Scott Ferguson** **5/16/2022 8:42:00 AM**

Contract #6474825

Page 5: Deleted **Scott Ferguson** **5/16/2022 8:42:00 AM**

DocuSign Envelope ID: 29427098-6A1D-42D2-A849-42F1FD2A07F0

Page 5: Deleted **Scott Ferguson** **5/16/2022 8:42:00 AM**

Contract #6474825

Page 9: Deleted **Scott Ferguson** **5/16/2022 8:42:00 AM**

DocuSign Envelope ID: 29427098-6A1D-42D2-A849-42F1FD2A07F0

Page 9: Deleted **Scott Ferguson** **5/16/2022 8:42:00 AM**

Contract #6474825

Page 10: Deleted **Scott Ferguson** **5/16/2022 8:42:00 AM**

DocuSign Envelope ID: 29427098-6A1D-42D2-A849-42F1FD2A07F0

Page 10: Deleted **Scott Ferguson** **5/16/2022 8:42:00 AM**

Contract #6474825

Footnote changes

Endnote changes

Certificate Of Completion

Envelope Id: 58C9D8D60CAD4DE9882425D710436C1C

Status: Completed

Subject: Metro Contract 6518292 with Cigna Health & Life Insurance Co (Human Resources)

Source Envelope:

Document Pages: 147

Signatures: 6

Certificate Pages: 17

Initials: 4

AutoNav: Enabled

Envelope Originator:

Procurement Resource Group

730 2nd Ave. South 1st Floor

Nashville, TN 37219

prg@nashville.gov

IP Address: 170.190.198.185

Envelope Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Record Tracking

Status: Original

Holder: Procurement Resource Group

Location: DocuSign

4/27/2023 12:21:33 PM

prg@nashville.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Metropolitan Government of Nashville and Davidson County

Location: DocuSign

Signer Events

Signature

Timestamp

Gary Clay



Sent: 4/27/2023 12:34:40 PM

Gary.Clay@nashville.gov

Viewed: 4/27/2023 12:37:01 PM

Asst. Purchasing Agent

Signed: 4/27/2023 12:37:14 PM

Security Level: Email, Account Authentication (None)

Signature Adoption: Uploaded Signature Image

Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Jau'Nae Wilkins



Sent: 4/27/2023 12:37:24 PM

jaunae.wilkins@nashville.gov

Viewed: 4/27/2023 1:07:08 PM

Security Level: Email, Account Authentication (None)

Signed: 4/27/2023 1:07:25 PM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.107

Electronic Record and Signature Disclosure:

Accepted: 4/27/2023 1:07:08 PM

ID: 88e7b807-5efc-476c-bd43-42f2cef99c01

Elizabeth Jefferson



Sent: 4/27/2023 1:07:30 PM

elizabeth.jefferson@nashville.gov

Viewed: 4/27/2023 1:38:43 PM

Security Level: Email, Account Authentication (None)

Signed: 4/27/2023 1:39:48 PM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:

Accepted: 4/27/2023 1:38:43 PM

ID: b4e9cd8d-5844-48b6-a588-1cb843f5199a

Aimee Burnham



Sent: 4/27/2023 1:39:53 PM

aimee.burnham@cigna.com

Viewed: 4/28/2023 6:32:02 AM

Underwriting Account Manager

Signed: 4/28/2023 9:17:46 AM

CHLIC

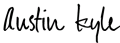
Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication (None)

Using IP Address: 136.226.74.181

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Accepted: 4/28/2023 6:32:02 AM ID: 2bd4a90a-a327-4964-b557-adf01c301cb3		
Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 4/28/2023 9:17:54 AM Viewed: 4/28/2023 10:13:42 AM Signed: 4/28/2023 10:13:53 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Shannon Hall shannon.hall@nashville.gov HR Director Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.107	Sent: 4/28/2023 10:13:58 AM Viewed: 5/1/2023 3:49:01 PM Signed: 5/1/2023 3:49:10 PM
Electronic Record and Signature Disclosure: Accepted: 5/1/2023 3:49:01 PM ID: c6367a9b-9e16-4556-bd14-12d4f2c4dc62		
Kelly Flannery aaron.pratt@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 170.190.198.190	Sent: 5/1/2023 3:49:15 PM Viewed: 5/1/2023 3:59:04 PM Signed: 5/1/2023 3:59:21 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)	Completed Using IP Address: 170.190.198.100	Sent: 5/1/2023 3:59:29 PM Viewed: 5/2/2023 8:26:39 AM Signed: 5/2/2023 8:30:22 AM
Electronic Record and Signature Disclosure: Accepted: 5/2/2023 8:26:39 AM ID: 84de9615-b3dd-46a0-9875-da3b4f5aeeaf		
Balogun Cobb balogun.cobb@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.144	Sent: 5/2/2023 8:30:32 AM Viewed: 5/2/2023 8:50:49 AM Signed: 5/2/2023 8:53:47 AM
Electronic Record and Signature Disclosure: Accepted: 5/2/2023 8:50:49 AM ID: dabf83d7-8e1e-4b07-b637-0cc054dee3b7		
Nicki Eke nicki.eke@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 5/2/2023 8:53:52 AM Resent: 5/3/2023 8:23:23 AM Resent: 5/3/2023 11:24:15 AM Viewed: 5/3/2023 11:34:41 AM Signed: 5/3/2023 11:36:30 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 5/3/2023 11:34:41 AM ID: 1b9063f6-5651-4f9c-939b-cdf90a2a96e7		
Austin Kyle publicrecords@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 5/3/2023 11:36:35 AM Viewed: 5/3/2023 11:42:55 AM Signed: 5/3/2023 11:43:12 AM
	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100	

Electronic Record and Signature Disclosure:
Accepted: 5/3/2023 11:42:55 AM
ID: e8a33c79-44c0-46d3-a427-87f11320b2ac

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Scott Ferguson Scott.Ferguson@nashville.gov Procurement Officer III Metro Nashville Government Security Level: Email, Account Authentication (None)	COPIED	Sent: 4/27/2023 12:37:22 PM Viewed: 5/3/2023 11:52:56 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Jeremy Frye jeremy.frye@nashville.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 5/3/2023 11:43:21 AM Viewed: 5/3/2023 11:49:51 AM
Electronic Record and Signature Disclosure: Accepted: 12/21/2022 1:49:31 PM ID: eb85c8ac-4b46-4425-9a89-e68b7e476ccd		
Justin Stack justin.stack@nashville.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 5/3/2023 11:43:24 AM Viewed: 5/3/2023 12:09:07 PM
Electronic Record and Signature Disclosure: Accepted: 2/13/2023 4:18:56 PM ID: 97172f19-3822-4959-856f-18d6ef0c555a		
Amber Gardner Amber.Gardner@nashville.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 5/3/2023 11:43:28 AM
Electronic Record and Signature Disclosure: Accepted: 12/26/2022 6:53:53 PM ID: f39b7bb9-bb2b-47dd-b058-d2ecba0c41d3		

Carbon Copy Events	Status	Timestamp
Terri L. Ray Terri.Ray@nashville.gov Finance Manager Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/3/2023 11:43:31 AM
Ginger Hall ginger.hall@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 6/14/2022 2:38:02 PM ID: 6bd51906-4918-425c-8f86-494113091066	COPIED	Sent: 5/3/2023 11:43:34 AM
Paul Huffman Paul.Huffman@Cigna.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/3/2023 11:43:38 AM Viewed: 5/3/2023 12:05:49 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/27/2023 12:34:40 PM
Envelope Updated	Security Checked	5/2/2023 8:31:42 AM
Envelope Updated	Security Checked	5/2/2023 8:31:42 AM
Envelope Updated	Security Checked	5/3/2023 11:24:14 AM
Envelope Updated	Security Checked	5/3/2023 11:24:14 AM
Envelope Updated	Security Checked	5/3/2023 11:24:15 AM
Certified Delivered	Security Checked	5/3/2023 11:42:55 AM
Signing Complete	Security Checked	5/3/2023 11:43:12 AM
Completed	Security Checked	5/3/2023 11:43:38 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

1. **ACCEPTANCE OF TERMS AND CONDITIONS** These Terms and Conditions govern your ("Subscriber" or "you") use of DocuSign's on-demand electronic signature service (the "Subscription Service"), as accessed either directly through DocuSign.com, DocuSign.net, or through a DocuSign affiliate's web page offering a Service Plan (collectively, the "Site"). By depositing any document into the System (as defined below), you accept these Terms and Conditions (including your corresponding Service Plan, the DocuSign.com Terms of Use, and all policies and guidelines referenced and hereby incorporated into these Terms and Conditions) and any modifications that may be made to the Terms and Conditions from time to time. If you do not agree to these Terms and Conditions, you should not use the Subscription Service or visit or browse the Site. These Terms and Conditions constitute a binding legal agreement between you and DocuSign, Inc. ("DocuSign," "we," "us," and "our"). Please read them carefully and print a copy for your future reference.

2. **MODIFICATION OF TERMS AND CONDITIONS** We reserve the right to modify these Terms and Conditions at any time and in any manner at our sole discretion by: (a) posting a revision on the Site; or (b) sending information regarding the amendment to the email address you provide to us. **YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE SITE TO OBTAIN TIMELY NOTICE OF ANY AMENDMENTS. YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH AMENDMENTS BY CONTINUING TO USE THE SUBSCRIPTION SERVICE FOR MORE THAN 20 DAYS AFTER SUCH AMENDMENTS HAVE BEEN POSTED OR INFORMATION REGARDING SUCH AMENDMENTS HAS BEEN SENT TO YOU.** You agree that we shall not be liable to you or to any third party for any modification of the Terms and Conditions.

3. **DEFINITIONS** "Account" means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service. "Authorized User" means any employee or agent of Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register, access or use the Subscription Service as the same Authorized User. "Contract" refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for processing using the Subscription Service. "Envelope" means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System. "Seat" means an active Authorized User listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased. "Service Plan" means the right to access and use the Subscription Service for a specified period in exchange for a periodic fee, subject to the Service Plan restrictions and requirements that are used to describe the selected Service Plan on the Site. Restrictions and requirements may include any or all of the following: (a) number of Seats and/or Envelopes that a Subscriber may use in a month or year for a fee; (b) fee for sent Envelopes in excess of the number of Envelopes allocated to Subscriber under the Service Plan; (c) per-seat or per-user restrictions; (d) the license to use DocuSign software products such as DocuSign Connect Express in connection with the Subscription Service; and (e) per use fees. "Specifications" means the technical specifications set forth in the "Subscription Service Specifications" available at <http://docuSign.com/company/specifications>. "Subscription Service" means DocuSign's on-demand electronic signature service, as updated from time

to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. "System" refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. "Term" means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. "Transaction Data" means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service.

4. SUBSCRIPTION SERVICE During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSign's provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following: (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract; (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents; (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers ("Authentication Measures"), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure; (d) Certain types of agreements and documents may be excepted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures; (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriber's eContracts or other documents to any third parties; (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any

particular transaction involves a “consumer”? (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any “consumer” is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization.

5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term “unsolicited mass mailings” includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for “Commercial Electronic Mail Messages” under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply.

6. PRICING AND PER USE PURCHASES The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional services, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

7. SUBSCRIBER SUPPORT DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

8. STORAGE DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11.

DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

Conditions. 12. **TERM AND TERMINATION** The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the "Term"). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a "Renewal Term"), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. **SUBSCRIBER WARRANTIES** You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. **DOCUSIGN WARRANTIES** DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber

and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service will be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any DocuSign Products that are software shall be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Â§Â§ 7001 et seq. (the "ESIGN Act") to E-SIGN Act; (e) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract involving a consumer will be sufficient under the E-SIGN Act to support the validity of such formation, to the extent provided in the E-SIGN Act, so long as and provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 4.(f) and (g) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of eContracts and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Subscriber Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act.

15. DISCLAIMER OF WARRANTIES EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN SECTION 14 OF THESE TERMS AND CONDITIONS, THE SUBSCRIPTION SERVICE AND THE SITE ARE PROVIDED "AS IS," AND DOCUSIGN: (a) MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (b) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (c) DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE OR SITE ARE OR WILL BE ERROR-FREE, WILL MEET SUBSCRIBER'S REQUIREMENTS, OR BE TIMELY OR SECURE. SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE USE OF THE SUBSCRIPTION SERVICE OR SITE. SUBSCRIBER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DOCUSIGN TO ANY THIRD PARTY. USE OF THE SUBSCRIPTION SERVICE AND SITE ARE AT YOUR SOLE RISK. Because some states and jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to you. In that event, such warranties are limited to the minimum warranty period allowed by the applicable law.

16. SUBSCRIBER INDEMNIFICATION OBLIGATIONS You will defend, indemnify, and hold us, our affiliates, officers, directors, employees, suppliers, consultants, and agents harmless from any and all third party claims, liability, damages, and costs (including, but not limited to, attorneys' fees) arising from or related to: (a) your use of the Subscription Service; (b) your violation of these Terms and Conditions; (c) your infringement, or infringement by any other user of your Account, of any intellectual property or other right of any person or entity; or (d) the nature and content of all materials, works, data, statements, and other visual, graphical, written, or audible communications of any nature submitted by any Authorized User of your Account or otherwise processed through your Account.

17. LIMITATIONS OF LIABILITY NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS AND CONDITIONS, DOCUSIGN WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO SUBSCRIBER

FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. UNDER NO CIRCUMSTANCES WILL DOCUSIGN'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OR SUBSCRIBER'S USE OF THE SUBSCRIPTION SERVICE (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY SUBSCRIBER TO DOCUSIGN UNDER THESE TERMS AND CONDITIONS DURING THE 3 MONTHS PRECEDING THE DATE OF THE ACTION OR CLAIM. EACH PROVISION OF THESE TERMS AND CONDITIONS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES REPRESENTS AN AGREED ALLOCATION OF THE RISKS OF THESE TERMS AND CONDITIONS BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY DOCUSIGN TO SUBSCRIBER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS AND CONDITIONS, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE WARRANTIES IN THESE TERMS AND CONDITIONS HAVE FAILED OF THEIR ESSENTIAL PURPOSE. Because some states and jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation may not apply to you.

18. **CONFIDENTIALITY** "Confidential Information" means any trade secrets or other information of DocuSign, whether of a technical, business, or other nature (including, without limitation, DocuSign software and related information), that is disclosed to or made available to Subscriber. Confidential Information does not include any information that: (a) was known to Subscriber prior to receiving it from DocuSign; (b) is independently developed by Subscriber without use of or reference to any Confidential Information; (c) is acquired by Subscriber from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of Subscriber. During and after the Term of these Terms and Conditions, Subscriber will: (i) use the Confidential Information solely for the purpose for which it is provided; (ii) not disclose such Confidential Information to a third party; and (iii) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature. If Subscriber is required by law to disclose the Confidential Information or the terms of these Terms and Conditions, Subscriber must give prompt written notice of such requirement before such disclosure and assist the DocuSign in obtaining an order protecting the Confidential Information from public disclosure. Subscriber acknowledges that, as between the parties, all Confidential Information it receives from DocuSign, including all copies thereof in Subscriber's possession or control, in any media, is proprietary to and exclusively owned by DocuSign. Nothing in these Terms and Conditions grants Subscriber any right, title, or interest in or to any of the Confidential Information. Subscriber's incorporation of the Confidential Information into any of its own materials shall not render Confidential Information non-confidential. Subscriber acknowledges that any actual or threatened violation of this confidentiality provision may cause

irreparable, non-monetary injury to the disclosing party, the extent of which may be difficult to ascertain, and therefore agrees that DocuSign shall be entitled to seek injunctive relief in addition to all remedies available to DocuSign at law and/or in equity. Absent written consent of DocuSign, the burden of proving that the Confidential Information is not, or is no longer, confidential or a trade secret shall be on Subscriber.

19. PRIVACY Personal information provided or collected through or in connection with this Site shall only be used in accordance with DocuSign's Privacy Policy and these Terms and Conditions are subject to the Privacy Policy on DocuSign's website which sets forth the terms and conditions governing DocuSign's collection and use of personal information from Authorized Users that is gathered through the Site.

20. ACCESS LIMITS Your use of the Site is at all times governed by our website Terms of which is the owner of various intellectual property and technology rights associated with the Subscription Service, its document management, digital signature, and notary system, including patent, copyright, trade secret, and trademark and service mark rights. Except for the rights expressly granted in these Terms and Conditions, DocuSign does not transfer to Subscriber of any Authorized User any of DocuSign's technology or other intellectual property or technology rights. All right, title, and interest in and to DocuSign's technology and intellectual property will remain solely with the DocuSign. Subscriber agrees that it will not, directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from the Subscription Service or DocuSign's technology. DocuSign agrees that data and information provided by Subscriber under these Terms and Conditions shall remain, as between Subscriber and DocuSign, owned by Subscriber. DocuSign hereby grants to users and licensees of its products and services a limited, revocable, nonexclusive and nontransferable right to use DocuSign's regular trade names, trademarks, titles and logos ("Licensed Marks") solely for purposes of identifying DocuSign's products and services. Details of this trademark license are available at: <http://www.docusign.com/IP>.

22. FEEDBACK By submitting feedback to DocuSign: (a) Subscriber automatically grants to DocuSign a perpetual, irrevocable, transferable, royalty-free license to use Subscriber's feedback for any and all purposes without any compensation to Subscriber; and (b) Subscriber agrees that it will not publish, submit, or display feedback submitted by Subscriber or its Authorized Users to or on any other web site or in any other publicly accessible forum without DocuSign's prior written consent.

23. GENERAL Subscriber acknowledges that the Subscription Service and any related products, information, documentation, software, technology, technical data, and any derivatives thereof, that DocuSign makes available to its Subscribers (collectively "Excluded Data"), is subject to export control laws and regulations of the United States and other jurisdictions (collectively "Export Laws"). Subscriber represents and warrants that: (i) it is not located in, under the control of, or a national or resident of an embargoed country or prohibited end user under Export Laws; and (ii) it will not access, download, use, export or re-export, directly or indirectly, the Excluded Data to any location, entity, government or person prohibited by export laws, without first complying with all Export Laws that may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction it operates or does business. Subscriber is solely responsible for complying with Export Laws for all Excluded Data and any of its content transmitted through the Subscription Service. Subscriber shall advise DocuSign in the event the Excluded Data requires DocuSign to obtain additional licenses, permits and/or approvals from any government in the jurisdiction where Subscriber intends to use the Subscription Service. Upon being advised of such a requirement, DocuSign may at its sole discretion: (a) terminate

Subscriber's Account; (b) obtain such licenses, permits, and/or approvals as may be required; or (c) modify these Terms and Conditions such that additional licenses, permits, and/or approvals are no longer required to be obtained by DocuSign. The Subscription Service will be accessed and delivered via the internet. Subscriber is responsible for obtaining the necessary equipment and internet connection in order to access and use the Subscription Service. In order to fully utilize the Subscription Service, Subscriber will need to maintain certain minimum hardware and software requirements. These requirements are set forth in the Specifications. DocuSign will be and act as an independent contractor (and not as the agent or representative of Subscriber) in the performance of these Terms and Conditions. These Terms and Conditions will not be interpreted or construed as: (a) creating or evidencing any association, joint venture, partnership, or franchise between the parties; (b) imposing any partnership or franchise obligation or liability on either party; (c) prohibiting or restricting either party's performance of any services for any third party; or (d) establishing or as a foundation for any rights or remedies for any third party, whether as a third party beneficiary or otherwise. Subscriber must not represent to anyone that Subscriber is an agent of DocuSign or is otherwise authorized to bind or commit DocuSign in any way without DocuSign's prior authorization. Subscriber may not assign its rights, duties, or obligations under these Terms and Conditions without DocuSign's prior written consent. If consent is given, these Terms and Conditions will bind Subscriber's successors and assigns. Any attempt by Subscriber to transfer its rights, duties, or obligations under these Terms and Conditions except as expressly provided in these Terms and Conditions is void. DocuSign may freely assign its rights, duties, and obligations under these Terms and Conditions. DocuSign may utilize a subcontractor or other third party to perform its duties under these Terms and Conditions so long as: (a) DocuSign shall not be relieved of any responsibilities or obligations under these Terms and Conditions that are performed by the subcontractor or third party; and (b) DocuSign shall remain Subscriber's sole point of contact and sole contracting party. We may provide, or third parties may provide, links to other Web sites or resources that are beyond our control. We make no representations as to the quality, suitability, functionality, or legality of any sites to which links may be provided, and you hereby waive any claim you might have against us with respect to such sites. **DOCUSIGN IS NOT RESPONSIBLE FOR THE CONTENT ON THE INTERNET OR WEB PAGES THAT ARE CONTAINED OUTSIDE THE SITE.** Your correspondence or business dealings with, or participation in promotions of, advertisers or partners found on or through the Site, including payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such advertiser or partner. You agree that we are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers or partners on the Site. Any notice required or permitted to be given in accordance with these Terms and Conditions will be effective if it is in writing and sent using the certified delivery function of the Subscription Service, by email, certified or registered mail, or insured courier, return receipt requested, to the appropriate party at the address set forth in Subscriber's registration information for Subscriber or on the Site for DocuSign. Either party may change its address for receipt of notice by notice to the other party in accordance with this Section. Notices are deemed given upon receipt if delivered using the Subscription Service or email, two business days following the date of mailing, or one business day following delivery to a courier. Written notification to terminate an Account shall be sent by email to support@docuSign.com from the Subscriber's email address set forth in Subscriber's registration information for Subscriber, or by calling

1.866.219.4318. Neither party will be liable for, or be considered to be in breach of or default on account of, any delay or failure to perform as required by these Terms and Conditions as a result of any cause or condition beyond such party's reasonable control, so long as such party uses all commercially reasonable efforts to avoid or remove such causes of non-performance or delay. These Terms and Conditions are governed in all respects by the laws of the State of Washington as such laws are applied to agreements entered into and to be performed entirely within Washington between Washington residents. Any controversy or claim arising out of or relating to these Terms and Conditions, the Hosted Service, or the Site will be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration will be conducted in King County, Washington, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. The award of the arbitrator shall be final and binding upon the parties without appeal or review except as permitted by Washington law. Notwithstanding the foregoing, either party may seek any interim or preliminary injunctive relief from any court of competent jurisdiction, as necessary to protect the party's rights or property pending the completion of arbitration. By using the Site or the Subscription Service, you consent and submit to the exclusive jurisdiction and venue of the state and federal courts located in King County, Washington. Any legal action by Subscriber arising under these Terms and Conditions must be initiated within two years after the cause of action arises. The waiver by either party of any breach of any provision of these Terms and Conditions does not waive any other breach. The failure of any party to insist on strict performance of any covenant or obligation in accordance with these Terms and Conditions will not be a waiver of such party's right to demand strict compliance in the future, nor will the same be construed as a novation of these Terms and Conditions. If any part of these Terms and Conditions is found to be illegal, unenforceable, or invalid, the remaining portions of these Terms and Conditions will remain in full force and effect. If any material limitation or restriction on the grant of any license to Subscriber under these Terms and Conditions is found to be illegal, unenforceable, or invalid, the license will immediately terminate. Except as set forth in Section 2 of these Terms and Conditions, these Terms and Conditions may not be amended except in writing signed by both you and us. In the event that we make such a change that has a material adverse impact on your rights or use of the Service, you may terminate these Terms and Conditions by giving us notice within 20 days of the date we notify you, and you will not be charged any cancellation fee. These Terms and Conditions are the final and complete expression of the agreement between these parties regarding the Subscription Service. These Terms and Conditions supersede, and the terms of these Terms and Conditions govern, all previous oral and written communications regarding these matters.

v140527 How it works eSignature Digital Transaction Management Legality Security Global Take a Demo Free Trial Resource Center By Industry Financial Services Healthcare High Tech Higher Education Insurance Real Estate Life Sciences Government By Department Sales Human Resources Finance IT/Operations Legal Marketing Facilities Support Product Management Procurement Partners & Developers Partner Programs Find a Partner Solution Showcase Partner Portal Dev Center Support & Training DocuSign Support Community DocuSign University Company About DocuSign Leadership Team Financial Investors Board of Directors Security & Trust Blog Events Press Room Careers Contact Subscriptions Follow Us Facebook Twitter LinkedIn Glassdoor Google + YouTube Validate TRUSTe privacy certification Â© DocuSign Inc., 2003 - 2014 221 Main St., Suite 1000, San

Francisco, CA 94105 Sales: +1.877.720.2040 | Support: +1.866.219.4318 North America Terms of Use Privacy Policy Intellectual Property Trending Topics: Digital Signature Free What Is Electronic Signature Pdf App For Signing Documents Sign Documents On Android What Is Digital Signature Processing DocuSign FREE TRIAL BUY NOW Validate TRUSTe privacy certification .

Certificate Of Completion

Envelope Id: C858FD33-4011-41CE-9F35-3D420EF1DDF9

Status: Sent

Subject: Metro Contract 6518292 Amendment 2 with Cigna Health & Life Insurance Co. (Human Resources)

Source Envelope:

Document Pages: 220

Signatures: 11

Envelope Originator:

Certificate Pages: 17

Initials: 4

Procurement Resource Group

AutoNav: Enabled

730 2nd Ave. South 1st Floor

Envelopeld Stamping: Enabled

Nashville, TN 37219

Time Zone: (UTC-06:00) Central Time (US & Canada)

prg@nashville.gov

IP Address: 170.190.198.185

Record Tracking

Status: Original

Holder: Procurement Resource Group

Location: DocuSign

9/30/2025 1:21:44 PM

prg@nashville.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Metropolitan Government of Nashville and
Davidson County

Location: Docusign

Signer Events

Signature

Timestamp

Gary Clay

gary.clay@nashville.gov

Asst. Purchasing Agent

Security Level: Email, Account Authentication
(None)

Signature Adoption: Uploaded Signature Image
Using IP Address: 170.190.198.185

Sent: 9/30/2025 1:44:59 PM

Viewed: 9/30/2025 6:00:22 PM

Signed: 9/30/2025 6:03:16 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Jau'Nae Wilkins

jaunae.wilkins@nashville.gov

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.185

Sent: 9/30/2025 6:03:23 PM

Viewed: 10/1/2025 8:09:00 AM

Signed: 10/1/2025 8:09:21 AM

Electronic Record and Signature Disclosure:

Accepted: 10/1/2025 8:09:00 AM

ID: bb1b12bb-b484-44ca-9e26-67e86d62ee77

Elizabeth Jefferson

elizabeth.jefferson@nashville.gov

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.185

Sent: 10/1/2025 8:09:29 AM

Viewed: 10/1/2025 5:22:46 PM

Signed: 10/1/2025 5:23:13 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Aimee Burnham

aimee.burnham@cigna.com

Duly Authorized Contracutal Unit Manager

Cigna Health and Life Insurance Company

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style
Using IP Address: 136.226.74.180

Sent: 10/1/2025 5:23:21 PM

Viewed: 10/2/2025 10:25:00 AM

Signed: 10/2/2025 10:57:03 AM

Electronic Record and Signature Disclosure:

Accepted: 10/2/2025 10:25:00 AM

ID: 086607da-d073-4c0c-831e-6d9dddb6ce46

Signer Events	Signature	Timestamp
Dennis Rowland dennis.rowland@nashville.gov Purchasing Agent & Chief Procurement Officer Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 10/2/2025 10:57:10 AM Viewed: 10/2/2025 1:27:50 PM Signed: 10/2/2025 1:27:59 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Shannon Hall shannon.hall@nashville.gov HR Director Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 10/2/2025 1:28:07 PM Viewed: 10/3/2025 8:17:00 AM Signed: 10/3/2025 8:17:10 AM
Electronic Record and Signature Disclosure: Accepted: 10/3/2025 8:17:00 AM ID: f21ef039-a5fa-4973-a49c-023653c1805c		
Jenneen Reed/MAL michelle.lane@nashville.gov Deputy Director of Finance Metro Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 104.176.252.12 Signed using mobile	Sent: 10/3/2025 8:17:17 AM Viewed: 10/3/2025 11:51:35 AM Signed: 10/3/2025 11:52:11 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Jenneen Reed/mjw MaryJo.Wiggins@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 2600:1004:b159:7027:84ee:add9:c3b5:bdb4 Signed using mobile	Sent: 10/3/2025 11:52:19 AM Viewed: 10/3/2025 1:44:48 PM Signed: 10/3/2025 1:45:58 PM
Electronic Record and Signature Disclosure: Accepted: 10/3/2025 1:44:48 PM ID: 03ae09c9-0e7a-4157-9a7e-7942eaa4b002		
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)	Completed Using IP Address: 170.190.198.185	Sent: 10/3/2025 1:46:07 PM Viewed: 10/5/2025 12:48:08 PM Signed: 10/5/2025 12:52:19 PM
Electronic Record and Signature Disclosure: Accepted: 10/5/2025 12:48:08 PM ID: a9a63944-d317-45a3-929b-abf67d236ee2		
Balogun Cobb balogun.cobb@nashville.gov Insurance Division Manager Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.144	Sent: 10/5/2025 12:52:26 PM Viewed: 10/6/2025 8:12:01 AM Signed: 10/6/2025 8:12:09 AM
Electronic Record and Signature Disclosure: Accepted: 10/6/2025 8:12:01 AM ID: 88164095-9ae6-4ac1-b6d0-8cb46fd625bf		

Signer Events	Signature	Timestamp
Nicki Eke nicki.eke@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.77	Sent: 10/6/2025 8:12:17 AM Viewed: 10/7/2025 9:48:55 AM Signed: 10/7/2025 9:55:58 AM

Electronic Record and Signature Disclosure:
Accepted: 10/7/2025 9:48:55 AM
ID: d7125b29-1ec6-4155-ad40-ba174bb9404e

Procurement Resource Group
prg@nashville.gov
Metropolitan Government of Nashville and Davidson
County
Security Level: Email, Account Authentication (None)

Sent: 10/7/2025 9:56:07 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Jan Harvey
jan.harvey@nashville.gov
Security Level: Email, Account Authentication (None)

COPIED

Sent: 9/30/2025 1:44:59 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Austin Kyle
publicrecords@nashville.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 10/3/2025 3:02:52 PM
ID: 2390b024-07d2-4802-a56b-30cb4419c05e

Jemery Frye
jeremy.frye@nashville.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 9/3/2025 1:19:29 PM
ID: c8b64a03-4037-4339-96c4-10f36c46343a

Justin Stack
justin.stack@nashville.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 2/13/2023 4:18:56 PM
ID: 97172f19-3822-4959-856f-18d6ef0c555a

Carbon Copy Events	Status	Timestamp
Amber Gardner Amber.Gardner@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Terri Ray
terri.ray@nashville.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/30/2025 1:44:59 PM
Envelope Updated	Security Checked	9/30/2025 1:52:58 PM
Envelope Updated	Security Checked	9/30/2025 1:52:58 PM
Envelope Updated	Security Checked	9/30/2025 1:52:58 PM
Envelope Updated	Security Checked	9/30/2025 1:52:58 PM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

1. ACCEPTANCE OF TERMS AND CONDITIONS These Terms and Conditions govern your ("Subscriber" or "you") use of DocuSign's on-demand electronic signature service (the "Subscription Service"), as accessed either directly through DocuSign.com, DocuSign.net, or through a DocuSign affiliate's web page offering a Service Plan (collectively, the "Site"). By depositing any document into the System (as defined below), you accept these Terms and Conditions (including your corresponding Service Plan, the DocuSign.com Terms of Use, and all policies and guidelines referenced and hereby incorporated into these Terms and Conditions) and any modifications that may be made to the Terms and Conditions from time to time. If you do not agree to these Terms and Conditions, you should not use the Subscription Service or visit or browse the Site. These Terms and Conditions constitute a binding legal agreement between you and DocuSign, Inc. ("DocuSign," "we," "us," and "our"). Please read them carefully and print a copy for your future reference.

2. MODIFICATION OF TERMS AND CONDITIONS We reserve the right to modify these Terms and Conditions at any time and in any manner at our sole discretion by: (a) posting a revision on the Site; or (b) sending information regarding the amendment to the email address you provide to us. **YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE SITE TO OBTAIN TIMELY NOTICE OF ANY AMENDMENTS. YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH AMENDMENTS BY CONTINUING TO USE THE SUBSCRIPTION SERVICE FOR MORE THAN 20 DAYS AFTER SUCH AMENDMENTS HAVE BEEN POSTED OR INFORMATION REGARDING SUCH AMENDMENTS HAS BEEN SENT TO YOU.** You agree that we shall not be liable to you or to any third party for any modification of the Terms and Conditions.

3. DEFINITIONS "Account" means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service. "Authorized User" means any employee or agent of Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register, access or use the Subscription Service as the same Authorized User. "Contract" refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for processing using the Subscription Service. "Envelope" means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System. "Seat" means an active Authorized User listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased. "Service Plan" means the right to access and use the Subscription Service for a specified period in exchange for a periodic fee, subject to the Service Plan restrictions and requirements that are used to describe the selected Service Plan on the Site. Restrictions and requirements may include any or all of the following: (a) number of Seats and/or Envelopes that a Subscriber may use in a month or year for a fee; (b) fee for sent Envelopes in excess of the number of Envelopes allocated to Subscriber under the Service Plan; (c) per-seat or per-user restrictions; (d) the license to use DocuSign software products such as DocuSign Connect Express in connection with the Subscription Service; and (e) per use fees. "Specifications" means the technical specifications set forth in the "Subscription Service Specifications" available at <http://docuSign.com/company/specifications>. "Subscription Service" means DocuSign's on-demand electronic signature service, as updated from time

to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. "System" refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. "Term" means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. "Transaction Data" means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service.

4. SUBSCRIPTION SERVICE

During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSign's provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following:

- (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract;
- (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents;
- (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers ("Authentication Measures"), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure;
- (d) Certain types of agreements and documents may be excepted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures;
- (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriber's eContracts or other documents to any third parties;
- (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any

particular transaction involves a “consumer”? (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any “consumer” is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization.

5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term “unsolicited mass mailings” includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for “Commercial Electronic Mail Messages” under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply.

6. PRICING AND PER USE PURCHASES The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional services, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

7. SUBSCRIBER SUPPORT DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

8. STORAGE DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11.

DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

Conditions. 12. TERM AND TERMINATION The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the "Term"). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a "Renewal Term"), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. SUBSCRIBER WARRANTIES You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. DOCUSIGN WARRANTIES DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber

and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service will be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any DocuSign Products that are software shall be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Â§Â§ 7001 et seq. (the "ESIGN Act") to E-SIGN Act; (e) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract involving a consumer will be sufficient under the E-SIGN Act to support the validity of such formation, to the extent provided in the E-SIGN Act, so long as and provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 4.(f) and (g) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of eContracts and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Subscriber Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act.

15. DISCLAIMER OF WARRANTIES EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN SECTION 14 OF THESE TERMS AND CONDITIONS, THE SUBSCRIPTION SERVICE AND THE SITE ARE PROVIDED "AS IS," AND DOCUSIGN: (a) MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (b) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (c) DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE OR SITE ARE OR WILL BE ERROR-FREE, WILL MEET SUBSCRIBER'S REQUIREMENTS, OR BE TIMELY OR SECURE. SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE USE OF THE SUBSCRIPTION SERVICE OR SITE. SUBSCRIBER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DOCUSIGN TO ANY THIRD PARTY. USE OF THE SUBSCRIPTION SERVICE AND SITE ARE AT YOUR SOLE RISK. Because some states and jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to you. In that event, such warranties are limited to the minimum warranty period allowed by the applicable law.

16. SUBSCRIBER INDEMNIFICATION OBLIGATIONS You will defend, indemnify, and hold us, our affiliates, officers, directors, employees, suppliers, consultants, and agents harmless from any and all third party claims, liability, damages, and costs (including, but not limited to, attorneys' fees) arising from or related to: (a) your use of the Subscription Service; (b) your violation of these Terms and Conditions; (c) your infringement, or infringement by any other user of your Account, of any intellectual property or other right of any person or entity; or (d) the nature and content of all materials, works, data, statements, and other visual, graphical, written, or audible communications of any nature submitted by any Authorized User of your Account or otherwise processed through your Account.

17. LIMITATIONS OF LIABILITY NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS AND CONDITIONS, DOCUSIGN WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO SUBSCRIBER

FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. UNDER NO CIRCUMSTANCES WILL DOCUSIGN'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OR SUBSCRIBER'S USE OF THE SUBSCRIPTION SERVICE (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY SUBSCRIBER TO DOCUSIGN UNDER THESE TERMS AND CONDITIONS DURING THE 3 MONTHS PRECEDING THE DATE OF THE ACTION OR CLAIM. EACH PROVISION OF THESE TERMS AND CONDITIONS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES REPRESENTS AN AGREED ALLOCATION OF THE RISKS OF THESE TERMS AND CONDITIONS BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY DOCUSIGN TO SUBSCRIBER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS AND CONDITIONS, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE WARRANTIES IN THESE TERMS AND CONDITIONS HAVE FAILED OF THEIR ESSENTIAL PURPOSE. Because some states and jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation may not apply to you.

18. CONFIDENTIALITY – "Confidential Information" means any trade secrets or other information of DocuSign, whether of a technical, business, or other nature (including, without limitation, DocuSign software and related information), that is disclosed to or made available to Subscriber. Confidential Information does not include any information that: (a) was known to Subscriber prior to receiving it from DocuSign; (b) is independently developed by Subscriber without use of or reference to any Confidential Information; (c) is acquired by Subscriber from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of Subscriber. During and after the Term of these Terms and Conditions, Subscriber will: (i) use the Confidential Information solely for the purpose for which it is provided; (ii) not disclose such Confidential Information to a third party; and (iii) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature. If Subscriber is required by law to disclose the Confidential Information or the terms of these Terms and Conditions, Subscriber must give prompt written notice of such requirement before such disclosure and assist the DocuSign in obtaining an order protecting the Confidential Information from public disclosure. Subscriber acknowledges that, as between the parties, all Confidential Information it receives from DocuSign, including all copies thereof in Subscriber's possession or control, in any media, is proprietary to and exclusively owned by DocuSign. Nothing in these Terms and Conditions grants Subscriber any right, title, or interest in or to any of the Confidential Information. Subscriber's incorporation of the Confidential Information into any of its own materials shall not render Confidential Information non-confidential. Subscriber acknowledges that any actual or threatened violation of this confidentiality provision may cause

irreparable, non-monetary injury to the disclosing party, the extent of which may be difficult to ascertain, and therefore agrees that DocuSign shall be entitled to seek injunctive relief in addition to all remedies available to DocuSign at law and/or in equity. Absent written consent of DocuSign, the burden of proving that the Confidential Information is not, or is no longer, confidential or a trade secret shall be on Subscriber.

19. PRIVACY Personal information provided or collected through or in connection with this Site shall only be used in accordance with DocuSign's Privacy Policy and these Terms and Conditions are subject to the Privacy Policy on DocuSign's website which sets forth the terms and conditions governing DocuSign's collection and use of personal information from Authorized Users that is gathered through the Site.

20. ACCESS LIMITS Your use of the Site is at all times governed by our website Terms of which is the owner of various intellectual property and technology rights associated with the Subscription Service, its document management, digital signature, and notary system, including patent, copyright, trade secret, and trademark and service mark rights. Except for the rights expressly granted in these Terms and Conditions, DocuSign does not transfer to Subscriber of any Authorized User any of DocuSign's technology or other intellectual property or technology rights. All right, title, and interest in and to DocuSign's technology and intellectual property will remain solely with the DocuSign. Subscriber agrees that it will not, directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from the Subscription Service or DocuSign's technology. DocuSign agrees that data and information provided by Subscriber under these Terms and Conditions shall remain, as between Subscriber and DocuSign, owned by Subscriber. DocuSign hereby grants to users and licensees of its products and services a limited, revocable, nonexclusive and nontransferable right to use DocuSign's regular trade names, trademarks, titles and logos ("Licensed Marks") solely for purposes of identifying DocuSign's products and services. Details of this trademark license are available at: <http://www.docusign.com/IP>.

22. FEEDBACK By submitting feedback to DocuSign: (a) Subscriber automatically grants to DocuSign a perpetual, irrevocable, transferable, royalty-free license to use Subscriber's feedback for any and all purposes without any compensation to Subscriber; and (b) Subscriber agrees that it will not publish, submit, or display feedback submitted by Subscriber or its Authorized Users to or on any other web site or in any other publicly accessible forum without DocuSign's prior written consent.

23. GENERAL Subscriber acknowledges that the Subscription Service and any related products, information, documentation, software, technology, technical data, and any derivatives thereof, that DocuSign makes available to its Subscribers (collectively "Excluded Data"), is subject to export control laws and regulations of the United States and other jurisdictions (collectively "Export Laws"). Subscriber represents and warrants that: (i) it is not located in, under the control of, or a national or resident of an embargoed country or prohibited end user under Export Laws; and (ii) it will not access, download, use, export or re-export, directly or indirectly, the Excluded Data to any location, entity, government or person prohibited by export laws, without first complying with all Export Laws that may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction it operates or does business. Subscriber is solely responsible for complying with Export Laws for all Excluded Data and any of its content transmitted through the Subscription Service. Subscriber shall advise DocuSign in the event the Excluded Data requires DocuSign to obtain additional licenses, permits and/or approvals from any government in the jurisdiction where Subscriber intends to use the Subscription Service. Upon being advised of such a requirement, DocuSign may at its sole discretion: (a) terminate

Subscriber's Account; (b) obtain such licenses, permits, and/or approvals as may be required; or (c) modify these Terms and Conditions such that additional licenses, permits, and/or approvals are no longer required to be obtained by DocuSign. The Subscription Service will be accessed and delivered via the internet. Subscriber is responsible for obtaining the necessary equipment and internet connection in order to access and use the Subscription Service. In order to fully utilize the Subscription Service, Subscriber will need to maintain certain minimum hardware and software requirements. These requirements are set forth in the Specifications. DocuSign will be and act as an independent contractor (and not as the agent or representative of Subscriber) in the performance of these Terms and Conditions. These Terms and Conditions will not be interpreted or construed as: (a) creating or evidencing any association, joint venture, partnership, or franchise between the parties; (b) imposing any partnership or franchise obligation or liability on either party; (c) prohibiting or restricting either party's performance of any services for any third party; or (d) establishing or as a foundation for any rights or remedies for any third party, whether as a third party beneficiary or otherwise. Subscriber must not represent to anyone that Subscriber is an agent of DocuSign or is otherwise authorized to bind or commit DocuSign in any way without DocuSign's prior authorization. Subscriber may not assign its rights, duties, or obligations under these Terms and Conditions without DocuSign's prior written consent. If consent is given, these Terms and Conditions will bind Subscriber's successors and assigns. Any attempt by Subscriber to transfer its rights, duties, or obligations under these Terms and Conditions except as expressly provided in these Terms and Conditions is void. DocuSign may freely assign its rights, duties, and obligations under these Terms and Conditions. DocuSign may utilize a subcontractor or other third party to perform its duties under these Terms and Conditions so long as: (a) DocuSign shall not be relieved of any responsibilities or obligations under these Terms and Conditions that are performed by the subcontractor or third party; and (b) DocuSign shall remain Subscriber's sole point of contact and sole contracting party. We may provide, or third parties may provide, links to other Web sites or resources that are beyond our control. We make no representations as to the quality, suitability, functionality, or legality of any sites to which links may be provided, and you hereby waive any claim you might have against us with respect to such sites. **DOCUSIGN IS NOT RESPONSIBLE FOR THE CONTENT ON THE INTERNET OR WEB PAGES THAT ARE CONTAINED OUTSIDE THE SITE.** Your correspondence or business dealings with, or participation in promotions of, advertisers or partners found on or through the Site, including payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such advertiser or partner. You agree that we are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers or partners on the Site. Any notice required or permitted to be given in accordance with these Terms and Conditions will be effective if it is in writing and sent using the certified delivery function of the Subscription Service, by email, certified or registered mail, or insured courier, return receipt requested, to the appropriate party at the address set forth in Subscriber's registration information for Subscriber or on the Site for DocuSign. Either party may change its address for receipt of notice by notice to the other party in accordance with this Section. Notices are deemed given upon receipt if delivered using the Subscription Service or email, two business days following the date of mailing, or one business day following delivery to a courier. Written notification to terminate an Account shall be sent by email to support@docuSign.com from the Subscriber's email address set forth in Subscriber's registration information for Subscriber, or by calling

1.866.219.4318. Neither party will be liable for, or be considered to be in breach of or default ns on account of, any delay or failure to perform as required by these Terms and Conditions as a result of any cause or condition beyond such party's reasonable control, so long as such party uses all commercially reasonable efforts to avoid or remove such causes of non-performance or delay. These Terms and Conditions are governed in all respects by the laws of the State of Washington as such laws are applied to agreements entered into and to be performed entirely within Washington between Washington residents. Any controversy or claim arising out of or relating to these Terms and Conditions, the Hosted Service, or the Site will be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration will be conducted in King County, Washington, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. The award of the arbitrator shall be final and binding upon the parties without appeal or review except as permitted by Washington law. Notwithstanding the foregoing, either party may seek any interim or preliminary injunctive relief from any court of competent jurisdiction, as necessary to protect the party's rights or property pending the completion of arbitration. By using the Site or the Subscription Service, you consent and submit to the exclusive jurisdiction and venue of the state and federal courts located in King County, Washington. Any legal action by Subscriber arising under these Terms and Conditions must be initiated within two years after the cause of action arises. The waiver by either party of any breach of any provision of these Terms and Conditions does not waive any other breach. The failure of any party to insist on strict performance of any covenant or obligation in accordance with these Terms and Conditions will not be a waiver of such party's right to demand strict compliance in the future, nor will the same be construed as a novation of these Terms and Conditions. If any part of these Terms and Conditions is found to be illegal, unenforceable, or invalid, the remaining portions of these Terms and Conditions will remain in full force and effect. If any material limitation or restriction on the grant of any license to Subscriber under these Terms and Conditions is found to be illegal, unenforceable, or invalid, the license will immediately terminate. Except as set forth in Section 2 of these Terms and Conditions, these Terms and Conditions may not be amended except in writing signed by both you and us. In the event that we make such a change that has a material adverse impact on your rights or use of the Service, you may terminate these Terms and Conditions by giving us notice within 20 days of the date we notify you, and you will not be charged any cancellation fee. These Terms and Conditions are the final and complete expression of the agreement between these parties regarding the Subscription Service. These Terms and Conditions supersede, and the terms of these Terms and Conditions govern, all previous oral and written communications regarding these matters.

v140527 How it works eSignature Digital Transaction Management Legality Security Global Take a Demo Free Trial Resource Center By Industry Financial Services Healthcare High Tech Higher Education Insurance Real Estate Life Sciences Government By Department Sales Human Resources Finance IT/Operations Legal Marketing Facilities Support Product Management Procurement Partners & Developers Partner Programs Find a Partner Solution Showcase Partner Portal Dev Center Support & Training DocuSign Support Community DocuSign University Company About DocuSign Leadership Team Financial Investors Board of Directors Security & Trust Blog Events Press Room Careers Contact Subscriptions Follow Us Facebook Twitter LinkedIn Glassdoor Google + YouTube Validate TRUSTe privacy certification Â© DocuSign Inc., 2003 - 2014 221 Main St., Suite 1000, San

Francisco, CA 94105 Sales: +1.877.720.2040 | Support: +1.866.219.4318 North America Terms
of Use Privacy Policy Intellectual Property Trending Topics: Digital Signature Free What Is
Electronic Signature Pdf App For Signing Documents Sign Documents On Android What Is
Digital Signature Processing DocuSign FREE TRIAL BUY NOW Validate TRUSTe privacy
certification .