

**FIRST RENEWAL OF
GROUP MEDICAL HEALTH INSURANCE AGREEMENT**

THIS AGREEMENT made and entered into this ____ day of September, 2014 by and between the Government of the Virgin Islands, through the Health Insurance Board of Trustees, (the "Government") the Virgin Islands Port Authority (the "Authority"), the University of the Virgin Islands ("UVI"), the St. Thomas East End Medical Center ("East End Medical"), the Virgin Islands Housing Authority (the "Housing Authority"), Non-Profit Organizations defined as eligible by the Government, and Frederiksted Health Care, Inc. ("FHC") (the Government, the Authority, UVI, East End Medical, the Housing Authority, Non-Profit Organizations and FHC hereinafter individually referred to as, each, "Employer Entity" and collectively referred to as the "Employer") and Cigna Health and Life Insurance Company (hereinafter "Cigna"). For purposes of this First Renewal of Group Medical Health Insurance Agreement (the "First Renewal"), a Non-Profit Organization is an entity determined by the Government to satisfy the requirements under applicable U. S. Virgin Islands law for participation under this First Renewal.

WITNESSETH:

WHEREAS, the Employer and Cigna entered into an Agreement for Group Medical Health Insurance (the "Agreement") approved by the Virgin Islands Legislature on September 20, 2013; and

WHEREAS, the Agreement was for a one (1) year term and provides that the parties may renegotiate and renew the Agreement for up to four (4) successive twelve (12) month terms; and

WHEREAS, the Agreement is due to expire, pursuant to its terms, on September 30, 2014; and

WHEREAS, the Employer and Cigna intend, pursuant to this First Renewal, to renew the Agreement for an additional twelve (12) month term commencing October 1, 2014 and ending September 30, 2015, and amend the Agreement, as renewed, to provide for new premium rates.

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

1. The Agreement, pursuant to the terms herein, is renewed for a twelve (12) month term commencing October 1, 2014 and ending September 30, 2015.
2. Commencing October 1, 2014, premium rates under the Agreement shall be established at the following monthly rates:

<u>Category</u>	<u>Cost</u>
Employee	\$712.48
Employee & Family	\$1,245.82
Retiree < 65	\$923.75
Retiree (<65) & Family (<65)	\$1,651.00
Retiree (<65) & Family (> 65)	\$1,273.12
Family (< 65) of Retiree (>65)	\$923.75

The rates set forth above include all administrative charges for the services agreed to be made available to the Employer.

3. Commencing October 1, 2014, Cigna shall continue to provide coverage for all of the present active employee and Pre-65 retiree enrollees and their dependents who are eligible under the Government Plan.

4. The Summary Plan Description prepared by Cigna will describe the benefits provided under the group benefit policy, including but not limited to the benefits required by federal and territorial law, including those necessary to comply with the Affordable Care Act, and territorially mandated benefits such as autism and juvenile hearing aids. Cigna and Employer acknowledge that, as of October 1, 2014, the group health plan remains subject to those provisions of the Public Health Service Act that were enacted in the Affordable Care Act, including, *inter alia*, the prohibition on lifetime and annual limits (PHS Act section 2711), the prohibition on rescissions (PHS Act section 2712), coverage of preventive health services (PHS Act section 2713), and the revised internal and external appeals process (PHS Act section 2719).
5. Except as expressly amended by this First Renewal, all terms and provisions of the original Agreement remain in full force and effect.
6. This First Renewal is subject to the appropriation and availability of funds, the approval of the Governor of the U.S. Virgin Islands, and the approval of the Virgin Islands Legislature.
7. For purposes of this First Renewal, a photocopy or facsimile copy of the document or a photocopy or facsimile copy of a signature to the document shall have the same effect as an original. Also, this First Renewal may be executed in any number of

counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument

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

Witness:

Cigna Health and Life Insurance Company

Judith Kozzichensky, Dohar

Elizabeth E. Quattrochi Date: *9/28/2014*
Elizabeth E. Quattrochi, Assistant Director

Sharon Young

Dean Mirabella Date: *9/28/2014*
Dean Mirabella, General Manager

Witness:

Government of the Virgin Islands Health Insurance Board of Trustees

_____ Date: _____
Clemmie Moses, Chairperson

Witness:

Virgin Islands Port Authority

_____ Date: _____
Carlton Dowe, Executive Director

counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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


Witness:

Cigna

Date: _____

[NAME]
[TITLE]

Witness:



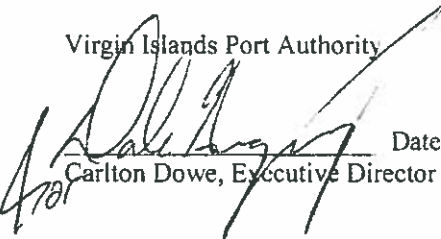
Government of the Virgin Islands Health Insurance
Board of Trustees

 Date: 9/26/14
Clemmie Moses, Chairperson

Witness:



Virgin Islands Port Authority

 Date: 9/26/14
Carlton Dowe, Executive Director

Witness:

University of the Virgin Islands

Date: _____

David Hall, President

counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

Witness:

Cigna

[NAME]

[TITLE]

Date: _____

Witness:

Government of the Virgin Islands Health Insurance
Board of Trustees

Clemmie Moses, Chairperson

Date: _____

Witness:

Virgin Islands Port Authority


Carlton Dowe, Executive Director

Date: _____

Witness:

University of the Virgin Islands




David Hall, President

Date: 9/26/2014

Witness:

St. Thomas East End Community Health Center, Inc.

_____ Date: _____
Wilbur Smith, Chief Executive Officer



Virgin Islands Housing Authority

_____ Date: 9/26/14
Robert Graham, CPM

Frederiksted Health Care, Inc.

_____ Date: _____
Masserae Sprauve-Webster, Chief Executive
Officer

Approved as to Legal Sufficiency
Department of Justice

By: _____

Date: _____

Witness:

St. Thomas East End Community Health Center, Inc.

 Date: 9/26/14
Wilbur Smith, Chief Executive Officer

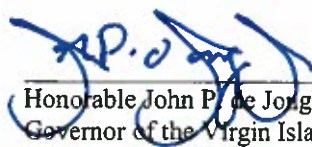
Virgin Islands Housing Authority

Date: _____
Robert Graham, CPM

Frederiksted Health Care, Inc.


 Date: 9/26/2014
Masserae Schaeve-Webster, Chief Executive
OfficerApproved as to Legal Sufficiency
Department of JusticeBy:  Date: 9/26/14

Approved:


Honorable John P. de Jongh, Jr.
Governor of the Virgin Islands

Date: 9/30/2014

Approved:


Shawn Michael Malone,
President 3rd Legislature

Date: 9/30/14