CIGNA Behavioral Health

11095 Viking Drive, Suite 350
Eden Prairie, MN 55344
Telephone 952.996.2000
Facsimile 952.996.2579
Toll Free 1.800.433.5768
www.CIGNABehavioral.com

May 13, 2008

Brenda Greene
Shelby County Government
160 North Main Street, Suite 949
Memphis, TN 38103

Dear Ms. Greene:

Pursuant to your request, enclosed please find four originals of the Agreement for LifeStyle Management Program Services between Shelby County Government and CIGNA Behavioral Health, Inc. Once approved and signed, please return one fully executed copy to me for our files.

Thank you for your assistance in this process.

Respectfully,

Jo Goodell-Holmes

Jo Goodell-Holmes
Contracts, Compliance and Regulatory Affairs

cc: Ronald O. Gadd, Account Manager

enclosures

COVER SHEET TO
AGREEMENT FOR LIFESTYLE MANAGEMENT PROGRAM SERVICES

Employer's Name: Shelby County Government ("Employer")

Employer's Address: 160 North Main Street, Suite 949, Memphis, TN 38103

Employer's Contact Person: Brenda Greene, Employee Benefits Manager

CIGNA Behavioral Health, Inc.'s Name: CIGNA Behavioral Health, Inc. ("CIGNA Behavioral")

CIGNA Behavioral Health, Inc.'s Address: 11095 Viking Drive, Suite 350, Eden Prairie, MN 55344

CIGNA Behavioral Health, Inc.'s Contact Person: Keith Dixon, President & CEO

Agreement Effective Date: July 1, 2008

Effective Date of Amendment Effective by Cover Sheet: N/A

Fee Per Employee Per Month For Participants: Tobacco Cessation with NRT: $0.21 per employee per month

Other:

The rest of this page intentionally left blank

IN WITNESS WHEREOF the parties hereto have caused this Cover Sheet to be executed as of the Effective Date shown on this Cover Sheet by their respective officers duly authorized to do so and intending to fully bind them to the terms of the Agreement for Lifestyle Management Program Services attached hereto.

SHELBY COUNTY GOVERNMENT

By: _____

Name: _____

Title: _____

Date: _____

CIGNA BEHAVIORAL HEALTH, INC.

By: _____

Name: Keith Dixon

Title: President

Date: May 13, 2008

WITH RESPECT TO THE PRIVACY

ADDENDUM (EXHIBIT 3) ONLY:
***GROUP HEALTH PLAN (EMPLOYER'S PLAN)**

By: _____

Name: _____

Title: _____

Date: _____

* **Group Health Plan** is a defined term under HIPAA (see 45 C.F.R. 160.103). It generally refers to an employee welfare benefit plan maintained by an employer for its employees. For purposes of this Agreement, it refers to the Life Assistance Services portion of the ERISA Plan, of which the life insurance policy is also a component. Typically, an Employer (Plan Sponsor) will designate an individual or a committee to carry out Group Health Plan. An individual so authorized to act on behalf of the Group Health Plan should sign here.

AGREEMENT FOR LIFESTYLE MANAGEMENT PROGRAM SERVICES

Agreement made as of the date set forth as the Effective Date on the Cover Sheet to this Agreement between CIGNA Behavioral and the Employer identified on the Cover Sheet to this Agreement as Employer.

W I T N E S S E T H:

WHEREAS, Employer wishes CIGNA Behavioral to provide Lifestyle Management Program ("LIFESTYLE MANAGEMENT PROGRAM") services to Employer's employees and their dependents ("Participants"); and

WHEREAS, CIGNA Behavioral wishes to provide its LIFESTYLE MANAGEMENT PROGRAM services for Participants.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other valuable consideration, Employer and CIGNA Behavioral agree as follows:

I. Responsibilities of CIGNA Behavioral

LIFESTYLE MANAGEMENT PROGRAM Services

1.1. LIFESTYLE MANAGEMENT PROGRAMS: CIGNA Behavioral shall provide access to Participants for the LIFESTYLE MANAGEMENT PROGRAMS attached hereto as Exhibit 1.

1.2. Services shall be provided by CIGNA Behavioral through its employees and/or independent contracted specialty firms. CIGNA Behavioral employees and contractors shall look solely to CIGNA Behavioral for payment for LIFESTYLE MANAGEMENT PROGRAM services provided pursuant to this Agreement. Participants may access telephonic coaching services through a toll-free telephone number as outlined in Exhibit 1. Twenty-four (24) hours a day, seven (7) days a week access is available as outlined in Exhibit 1.

1.3. Fees (shown on most recent Cover Sheet) for LIFESTYLE MANAGEMENT PROGRAM services other than those included in Exhibit 1 shall be the Participant's responsibility. CIGNA Behavioral shall not represent to the Participant that access to LIFESTYLE MANAGEMENT PROGRAM services constitutes coverage or eligibility under the provisions of Participant's medical, disability, life insurance or other plan or coverage.

1.4. CIGNA Behavioral, at its expense, shall supply to Employer the printed communication materials related to LIFESTYLE MANAGEMENT PROGRAM services as set forth in Exhibit 2. CIGNA Behavioral shall also provide Employer an electronic version of or access to the online communication materials related to LIFESTYLE MANAGEMENT PROGRAM services set forth in Exhibit 1.

1.5. CIGNA Behavioral and Employer agree not to use for any purposes other than the performance of this Agreement or to disclose to others any confidential or proprietary technical or business information of the other party obtained in connection with the performance of any services rendered, without the prior written consent of the other party. Each party shall treat and shall require its employees to treat as strictly confidential all such technical and business information it has learned in the course of this Agreement, and in discussions and proposals leading up to this Agreement. The provisions of this section shall survive the termination of this Agreement. CIGNA Behavioral shall maintain as confidential Participant identifiable information received in the course of providing LIFESTYLE MANAGEMENT PROGRAM services under this Agreement and shall not use or disclose such information except as may be permitted or required by applicable state and federal law.

1.6. CIGNA Behavioral shall provide its standard reports containing aggregated data,concerning utilization of LIFESTYLE MANAGEMENT services by Participants on a quarterly basis to Employer. Individually

identifiable Participant information shall be the property of CIGNA Behavioral. Without the appropriate written consent of the Participant, CIGNA Behavioral shall provide no information to Employer or any third party that includes any Participant specific identifiable information.

II. Responsibilities of Employer

2.1. Employer shall distribute to employees the communication materials described in paragraph 1.4 above, at Employer's sole expense and shall cooperate with CIGNA Behavioral in other reasonable efforts to otherwise communicate with Participants concerning the services available to them pursuant to this Agreement.

2.2 Employer shall compensate CIGNA Behavioral for services provided under this Agreement in the amount shown on the then effective Cover Sheet. Employer agrees to pay CIGNA Behavioral by the thirtieth (30th) day of each covered month. Payments by Employer shall be sent to CIGNA Behavioral at the address set forth on the then effective Cover Sheet to this Agreement. Retroactive adjustments to the amount of the per employee per month fees paid to CIGNA Behavioral shall be limited to twelve (12) months prior to the date the Employer notifies CIGNA Behavioral of such a retroactive adjustment.

2.3 This rate shall not include any state premium, sales, use tax, or similar tax (including penalties or interest thereon) assessed on the basis of the services provided by CIGNA Behavioral pursuant to this Agreement.

2.4 CIGNA Behavioral shall have the right to revise CIGNA Behavioral's fees (i) twelve (12) months from the effective date of this Agreement, (ii) at any time thereafter, but no more frequently than once every twelve (12) months after the initial twelve (12) month term, by giving Employer not less than thirty (30) days' prior written notice, and (iii) when the number of employees varies by more than 10% from the number included on the first CIGNA Behavioral billing for the initial twelve (12) month term and each subsequent twelve (12) month period of the Agreement.

2.5. Employer agrees that, annually, at least ninety (90) days' prior to the anniversary date of the effective date of this Agreement, Employer shall furnish to CIGNA Behavioral the number of employees who are Participants by state of residence.

III. Liability and Indemnity

3.1 CIGNA Behavioral shall indemnify and hold harmless Employer, its officers, directors, employees or agents for any and all judgments, settlements, awards, costs, damages and expenses (including reasonable attorneys' fees) which Employer incurs or pays related to or arising in whole or in part out of the negligent or intentionally wrongful acts or omissions of CIGNA Behavioral in the performance of the LIFESTYLE MANAGEMENT PROGRAM services, except that CIGNA Behavioral shall not be required to reimburse for such amounts to the extent that the liability underlying the judgment, settlement or award (or attorneys' fees with respect thereto) was caused by the negligence, fraud or criminal conduct of Employer, its agents, affiliates, employees, officers or directors.

3.2 Subject to all applicable laws, Employer shall indemnify and hold harmless CIGNA Behavioral, its officers, directors, employees or agents for any and all judgments, settlements, awards, costs, damages and expenses (including reasonable attorneys' fees) which CIGNA Behavioral incurs or pays related to or arising in whole or in part out of the negligent or intentionally wrongful acts or omissions of Employer in the performance of its responsibilities under this Agreement, except that Employer shall not be required to reimburse for such amounts to the extent that the liability underlying the judgment, settlement or award (or attorneys' fees with respect thereto) was caused by the negligence, fraud or criminal conduct of CIGNA Behavioral, its agents, affiliates, employees, officers or directors.

3.3 In the event litigation is instituted by a third party against the Employer and/or CIGNA Behavioral concerning any matter under the Plan, each party to this Agreement shall have sole authority to select legal counsel of its choice.

3.4 In the event that the parties have been found jointly and severally liable to a third party, liability shall be apportioned consistent with the relative degree of fault of each party.

3.5 The indemnifications provided for by the foregoing paragraphs shall survive the termination of this Agreement.

IV. Miscellaneous Provisions

4.1. All notices required or permitted to be given under this Agreement shall be in writing and addressed to the address and contact person set forth on the then effective Cover Sheet to this Agreement and mailed through the United States mail or private mail delivery service. Notices shall be effective upon receipt by the party to which they are addressed.

4.2. No amendment of any of the provisions of this Agreement shall be binding on either party unless in writing and signed by the duly authorized representatives of both parties. Amendments to items contained on the then effective Cover Sheet shall be effected by the execution of a revised Cover Sheet showing the effective date of the revised Cover Sheet and signed by both parties.

4.3. This Agreement is non-assignable without the written consent of the other party. Any attempted assignment without such consent shall be void.

4.4. No failure by either party at any time or for any period of time to insist upon full performance by the other party shall be deemed a waiver of any duty owed by the other party to the non-objecting party.

4.5. This Agreement contains the entire agreement between Employer and CIGNA Behavioral with respect to the services provided hereunder, and supersedes any and all prior discussions or agreements, written or oral, with respect thereto.

4.6. Resolution of Disputes

(a) CIGNA Behavioral and Employer shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between senior executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Any party may give the other party written notice of any dispute not resolved in the ordinary course of business. Within fifteen (15) business days after delivery of the notice, the party receiving the notice shall submit to the other a written response.

(b) The notice and the response shall include: (i) a statement of each party's position(s) regarding the matter(s) in dispute and a summary of arguments in support thereof, and (ii) the name and title of the executive who will represent that party and any other person who will accompany that executive. Within thirty (30) days after delivery of the notice, the designated executives shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other shall be honored in a timely fashion at the requestor's expense.

(c) If the matter has not been resolved within thirty (30) days after it has been referred to the executives, the Employer and CIGNA Behavioaral agree to mediate the controversy in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Mediation ("Mediation"). The Mediation shall be conducted in Memphis, Tennessee. Each party shall assume its own costs and attorneys' fees. The mediator's compensation and expenses and any administrative fees or costs associated with the Mediation proceeding shall be borne equally by the parties.

(d) If either party is not satisfied with the outcome of the Mediation, they may initiate subsequent proceedings in court.

(e) All negotiations conducted pursuant to this Section 4.6 (and any of the parties' submissions in contemplation hereof) shall be kept confidential by the parties and shall be treated by the parties and their respective representatives as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and any similar state rules.

4.7. This Agreement shall be governed by, and shall be construed in accordance with all applicable federal laws and the laws of the state of Tennessee.

4.8. The terms of Exhibit 3, Privacy Addendum, shall be incorporated herein.

4.9. This Agreement shall remain in effect from the Effective Date until terminated by CIGNA Behavioral upon Employer's failure to pay CIGNA Behavioral as provided in Section 2.2, or by either party with sixty (60) days' prior written notice to the other party.

EXHIBIT 1

LIFESTYLE MANAGEMENT PROGRAM(S) SERVICES

Exhibit 1: CIGNA Quit Today^{SM} – with NRT

Service Level	• Toll-free access Mon-Fri 8 AM- 8 PM (all time zones); Sat 8 AM- 5 PM (CT)
	• 24/7 access to behavioral health specialists
	  ○ Information/resources
	  ○ Program overview
	  ○ Enrollment
	  ○ Support
	  ○ Crisis Intervention

Nicotine Replacement Therapy	• Over-the-Counter Nicotine Replacement Therapy (OTC NRT)*
	  ○ Nicotine patch kit #1 (21mg/14mg/7mg)
	  ○ Nicotine patch kit #2 (14mg/7mg)
	  ○ Nicotine gum (4mg)
	  ○ Nicotine gum (2mg)

Participant Services	**Telephonic Program**
	• Enrollment, screening & assessment
	  ○ Enrollment, Registration
	  ○ Assess motivation & confidence
	  ○ Comorbidity Screening (medical conditions, depression, stress, substance abuse)
	  ○ Integration of EAP & behavioral care services (where available)
	• Referral & Coordination with other available resources
	• Up to 9 telephonic coaching sessions
	• Three follow-up calls
	• Optional weekly relapse support group
	• Welcome letter & graduation letter
	• At-home toolkit
	  ○ CIGNA Quit TodaySM tobacco cessation guide
	  ○ Relaxation CD
	  ○ Condition-specific targeted communication material (as appropriate)
	• Participant satisfaction survey
	Online Program
	• 24/7 access to tips and articles
	• Motivational email campaign
	• Participant satisfaction survey

Organizational Services	• Account Management • Online Management Reporting • Education and recruitment through post-sale electronic & print promotions

*Over-the-counter nicotine replacement therapy is provided by CIGNA Tel-Drug Home Delivery Pharmacy, but must be ordered through the CIGNA Quit Today program. Only one course of over-the-counter nicotine replacement therapy is available per participant per calendar year.

EXHIBIT 2
PRINT COMMUNICATION MATERIALS

Posters	3/100 employees annually
Table Tents	5/100 employees annually
Toolkit	1 per employee

Flyer/Insert

1. Included in the Fee paid and pursuant to Paragraph 1.4 of this Agreement:

   a. For the initial twelve (12) month period from the Effective Date of this Agreement, CIGNA Behavioral shall provide communication materials for 100% of employees eligible to use LIFESTYLE MANAGEMENT PROGRAM services.

   b. In each subsequent twelve (12) month period of this Agreement, CIGNA Behavioral shall provide communication materials for 40% of employees eligible to use LIFESTYLE MANAGEMENT PROGRAM services.

2. For each subsequent twelve (12) month period after the initial twelve (12) month period from the Effective Date of this Agreement and for an additional fee, Employer may purchase directly from CIGNA Behavioral an additional number of the communication materials listed in this Exhibit 2 for the remaining 60% of employees eligible to use LIFESTYLE MANAGEMENT PROGRAM services. If Employer chooses this option, CIGNA Behavioral requires that Employer purchase communication materials for the remaining 60% of Employer's covered employees. Amounts payable to CIGNA Behavioral pursuant to this paragraph shall be paid to CIGNA Behavioral no later than thirty (30) days from the date of CIGNA Behavioral's bill. Employer shall send payments to CIGNA Behavioral at the address listed in this Agreement

EXHIBIT 3

PRIVACY ADDENDUM

I. GENERAL PROVISIONS

Section 1. Effect. As of the Effective Date, the terms and provisions of this Addendum are incorporated in and shall supersede any conflicting or inconsistent terms and provisions of the Agreement for Lifestyle Management Program Services to which this Addendum is attached, including all exhibits or other attachments to and all documents incorporated by reference in any such applicable agreements (individually and collectively any such applicable agreements are referred to as the "Agreement"), except for any provisions of the Agreement which are more stringent regarding the use or disclosure of PHI by CIGNA Behavioral than this Addendum. Any such more stringent provisions in the Agreement shall prevail over this Addendum. This Addendum sets out terms and provisions relating to the use and disclosure of protected health information without written authorization from the Individual.

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

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

II. OBLIGATIONS OF CIGNA BEHAVIORAL

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

Section 2. Safeguards against Misuse of Information. CIGNA Behavioral agrees that it will use reasonable and appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Addendum or as permitted or required by law.

Section 3. Protection of Electronic PHI. With respect to Electronic Protected Health Information, CIGNA Behavioral shall:

(A) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that CIGNA Behavioral creates, receives, maintains, or transmits on behalf of the Plan as required by the Security Standards;

(B) Ensure that any agent, including a subcontractor, to whom CIGNA Behavioral provides such information agrees to implement reasonable and appropriate safeguards to protect it; and

(C) Report to the Plan any Security Incident of which it becomes aware.

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

Section 5. Disclosures to and Agreements by Third Parties. CIGNA Behavioral shall ensure that each agent and subcontractor to whom it provides PHI agrees to the same or substantially similar restrictions and conditions with respect to such PHI that apply to CIGNA Behavioral pursuant to this Addendum. Any other provision of this Addendum notwithstanding, CIGNA Behavioral may decline to disclose to any third party any information which the Agreement provides may not be disclosed to the Employer.

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

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

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

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

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

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

III. TERMINATION OF AGREEMENT WITH CIGNA BEHAVIORAL

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

Section 2. Use of PHI upon Termination. The parties hereto agree that it is not feasible for CIGNA Behavioral to return or destroy PHI at termination of the Agreement; therefore, the protections of this Addendum for PHI shall survive termination of the Agreement, and CIGNA Behavioral and/or its subcontractors shall limit any further uses and disclosures of such PHI to the purpose or purposes which make the return or destruction of such PHI infeasible.

IV. OBLIGATION OF THE PLAN

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

V. DEFINITIONS FOR USE IN THIS ADDENDUM

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

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

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

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

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

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

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

"Security Rule" shall mean the Security Standards at 45 CFR §§ 160, 162, and 164.

"Business Associate" shall have the meaning given to such term under the Privacy and Security Rule, including by not limited to 45 CFR §160.163.

Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms in 45 CFR 160, 162, and 164.

CIGNA Behavioral Health, Inc.
Standard Business Associate Processes and Procedures

These Standard Business Associate Processes and Procedures apply to each group health plan ("Plan") of an entity ("Plan Sponsor") that has entered or will enter into an Agreement for Lifestyle Management Program Services (the "Services Agreement") with CIGNA Behavioral Health, Inc. ("CIGNA Behavioral"). In compliance with 45 CFR 164.502(e) and 164.504(e), the Services Agreement has been or will be modified by a Privacy Addendum or Business Associate Agreement (either referred to herein as the "Business Associate Agreement") between or among the Plan and/or Plan Sponsor and CIGNA Behavioral. In the event of a conflict or inconsistency between the terms of these Processes and Procedures and the provisions of the Business Associate Agreement, the terms of these Processes and Procedures shall prevail. Unless otherwise defined, capitalized terms have the meaning provided in the applicable Privacy Addendum or Business Associate Agreement, or if not defined in such agreement, as defined in 45 CFR Parts 160 and 164, Subpart E (the "Privacy Rule").

Section 1. Access to PHI. When an Individual requests access to Protected Health Information (or "PHI") contained in a Designated Record Set and such request is made directly to the Plan or Plan Sponsor, the Plan shall forward the request to CIGNA Behavioral within ten (10) business days of such receipt. Upon receipt of such request from the Plan, or upon receipt of such a request directly from an Individual, CIGNA Behavioral shall make such PHI available directly to the Individual within the time and manner required in 45 CFR 164.524. The Plan delegates to CIGNA Behavioral the duty to determine, on behalf of the Plan, whether to deny access to PHI requested by an Individual and the duty to provide any required notices and review in accordance with the Privacy Rule.

Section 2. Availability of PHI for Amendment.

(a) When an Individual requests amendment to PHI contained in a Designated Record Set, and such request is made directly to the Plan or Plan Sponsor, within ten (10) business days of such receipt, the Plan shall forward such request to CIGNA Behavioral for handling, except that the Plan shall retain and handle all such requests to the extent that they pertain to Individually Identifiable Health Information (such as enrollment information) originated by the Plan, Plan Sponsor, or the Plan's other business associates. CIGNA Behavioral shall respond to such forwarded requests as well as to any such requests that it receives directly from Individuals as required by 45 CFR 164.526, except that CIGNA Behavioral shall forward to the Plan for handling any requests for amendment of PHI originated by the Plan, Plan Sponsor, or the Plan's other business associates.

(b) With respect to those requests handled by CIGNA Behavioral under subparagraph (a) above, the Plan delegates to CIGNA Behavioral the duty to determine, on behalf of the Plan, whether to deny a request for amendment of PHI and the duty to provide any required notices and review as well as, in the case of its determination to grant such a request, the duty to make any amendments in accordance with the terms of the Privacy Rule. In all other instances, the Plan retains all responsibility for handling such requests, including any denials, in accordance with the Privacy Rule.

(c) Whenever CIGNA Behavioral is notified by the Plan that the Plan has agreed to make an amendment pursuant to a request that it handles under subparagraph (a) above, CIGNA Behavioral shall incorporate any such amendments in accordance with 45 CFR 164.526.

Section 3. Accounting of Disclosures. When an Individual requests an accounting of disclosures of PHI held by CIGNA Behavioral directly to the Plan or Plan Sponsor, the Plan shall within ten (10) business days of such receipt forward the request to CIGNA Behavioral to handle. CIGNA Behavioral shall handle such requests, and any such requests for an accounting of disclosures received directly from Individuals, in the time and manner as required in 45 CFR 164.528. CIGNA Behavioral agrees to include in the accounting disclosures, at minimum, (a) date for the disclosure; (b) name of the third party to whom the Protected Health Information was disclosed and, if know, the address of the of the third party; (c) brief description of the disclosed information; and (d) brief explanation of the purpose and basis for such disclosure.

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

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

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

(i) CIGNA Behavioral shall disclose Summary Health Information to any employee or other person under the control of Plan Sponsor (including third parties) upon the Plan Sponsor's written request for the purpose of obtaining premium bids for the provision of health insurance or HMO coverage for the Plan or modifying, amending or terminating the Plan; and

(ii) If the Plan elects to provide PHI to the Plan Sponsor, CIGNA Behavioral shall disclose or make available PHI, other than Summary Health Information, at the written direction of the Plan to only those employees or other persons identified in the Plan documents and under the control of Plan Sponsor solely for the purpose of carrying out the Plan administration functions that Plan Sponsor performs for the Plan. Such employees or other persons (including third parties) will be identified by the Plan in writing (by name, title, or other appropriate designation) to CIGNA Behavioral as a condition of disclosure of PHI pursuant to this Section 6(ii). The Plan may modify such list from time to time by written notice to CIGNA Behavioral.

Section 7. Disclosures of PHI to Third Parties. Upon the Plan's written request, CIGNA Behavioral will provide PHI to certain designated third parties who assist in administering the Plan and who are authorized by the Plan to receive such information solely for the purpose of assisting in carrying out Plan administration functions ("Designated Third Parties"). Such parties may include, but are not limited to, third-party administrators, consultants, brokers, auditors, successor administrators or insurers, and stop-loss carriers. As a condition to providing PHI to a Designated Third Party, CIGNA Behavioral may require that the Plan have a business associate agreement (within the meaning of the Privacy Rule) with such Designated Third Party. Any other provision of any agreement between or among the parties notwithstanding, CIGNA Behavioral may decline to disclose to any third party any information which the Services Agreement provides may not be disclosed to the Plan Sponsor or Employer.