



## CONTRACT RENEWAL AGREEMENT

**DEPARTMENT:** Finance

**BID/RFP# NUMBER:** RFP 19-RFP060519C-MH

**BID/RFP# TITLE:** Employee Benefits Health Plan (Dental)

**ORIGINAL APPROVAL DATE:** August 7, 2019

**RENEWAL EFFECTIVE DATES:** January 1, 2023 THROUGH December 31, 2023

**RENEWAL OPTION #:** 3 OF 4

**NUMBER OF RENEWAL OPTIONS:** 4

**RENEWAL AMOUNT:** See attached rates

- Self-insured DPPO Plan - \$1.80 per enrollee per month administrative fee
- Fully-insured DHMO Plan – based on tiered rates attached:

**COMPANY'S NAME:** Aetna Life Insurance Company

**ADDRESS:** 151 Farmington Avenue

**CITY:** Hartford

**STATE:** CT

**ZIP:** 06156

This Renewal Agreement No. 3 was approved by the Fulton County Board of Commissioners on BOC DATE: 09/07/2022 BOC NUMBER: 2022-0605

**SIGNATURES: SEE NEXT PAGE**

**SIGNATURES:**

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein:

**FULTON COUNTY, GEORGIA**

DocuSigned by:

*Robert L. Pitts*

14E1B4AA5F6A44A

**Robert L. Pitts, Chairman**  
**Fulton County Board of Commissioners**

**ATTEST:**

DocuSigned by:

*Tonya R. Grier*

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**Tonya R. Grier**  
**Clerk to the Commission**

(Affix County Seal)

DocuSigned by:

**AUTHORIZATION OF RENEWAL:**

DocuSigned by:

*Hakeem Oshikoya*

756CC64560734CE

**Hakeem Oshikoya, Finance Director**  
**Finance Department**

**AETNA LIFE INSURANCE COMPANY**

DocuSigned by:

*Cindy Pollmer*

6451746A3B6447B...

**ATTEST:**

**Secretary/  
 Assistant Secretary**

(Affix Corporate Seal)

**ATTEST:**

DocuSigned by:

*Cynthia Montano*

DC6043DBFCFB4E1

**Notary Public**

County: Hartford

**Commission Expires:** 03/31/2026

(Affix Notary Seal)

DocuSigned by:



**ITEM#:** \_\_\_\_\_ **RCS:** \_\_\_\_\_  
**RECESS MEETING**

**ITEM#:** 09/07/2022 **RM:** 2022-0605  
**REGULAR MEETING**



## Business Associate Agreement

**THIS AGREEMENT** ("Agreement") is entered into as of the date set forth below by and between **Aetna Life Insurance Company ("Aetna")** for itself and on behalf of its operating subsidiaries and **Fulton County Georgia ("Client")**.

**WHEREAS** Client is a plan sponsor of one or more group health plans, which group health plan(s) is a Covered Entity, as such term is defined in 45 CFR §160.103;

**WHEREAS** Aetna provides dental PPO administration services ("Services") to Client in accordance with the underlying services agreement (the "Services Agreement"), identified by reference no. RFP 19-RFP060519C-MH, which requires Aetna. to access, use, disclose and maintain Protected Health Information ("PHI"), as such term is defined in 45 CFR §160.103. Accordingly, Aetna is a Business Associate, as such term is defined in 45 CFR §160.103, of the Client when it conducts Services; and

**WHEREAS** the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH") regulates the access, use, disclosure and maintenance of PHI. Aetna and Client desire to exchange and treat PHI in compliance with HIPAA and HITECH under the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164 (the "HIPAA Rules").

**NOW, THEREFORE**, in consideration of the premises and the mutual promises contained herein, Client and Aetna hereby agree as follows:

### 1. Definitions

- (a) *Business Associate.* "Business Associate" will generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, will mean Aetna.
- (b) *Covered Entity.* "Covered Entity" will generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, will mean **Fulton County Georgia**.
- (c) All other capitalized terms used and not otherwise defined herein will have the same meaning as in the HIPAA Rules.

### 2. Aetna's Use and Disclosure of PHI

- (a) Aetna will not use or disclose PHI other than as permitted or required by this Agreement, and agrees to use and disclose the minimum necessary PHI required. Aetna will not use or disclose PHI in a manner that would violate the Privacy Rule if done by Client, except for the specific uses and disclosures set forth herein at subsections d, e and f.
- (b) Aetna may use or disclose PHI as necessary to provide the Services.
- (c) Aetna may use or disclose PHI as Required by Law.
- (d) Aetna may use PHI for its proper management and administration or to carry out its legal responsibilities.
- (e) Aetna may disclose PHI for its proper management and administration or to carry out its legal responsibilities, provided the disclosures are Required by Law, or Aetna obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies Aetna of any instances of which it is aware in which the confidentiality of the information has been violated;
- (f) Aetna may use and disclose PHI for purposes of data aggregation services, as set out in the Service Agreement relating to the health care operations of Client.
- (g) Aetna may de-identify PHI in accordance with the requirements of 45 CFR §164.514(a)-(c), and, if approved by the Client, may use or disclose the information that has been de-identified. Aetna shall not sell or otherwise receive remuneration for PHI.

### **3. Aetna's Obligations and Activities Regarding PHI**

- (a) Aetna will use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by the Agreement.
- (b) Aetna will report to Client any use or disclosure of PHI not provided for by the Agreement of which it becomes aware.
- (c) Aetna will mitigate, to the extent practicable, any harmful effect that is known to it of a use or disclosure of PHI by Aetna in violation of the requirements of this Agreement.
- (d) Aetna will comply with the obligations described in 45 C.F.R. 160 and 164 Subparts A and C with respect to electronic Protected Health Information ("ePHI") and will report to Client any Security Incident of which it becomes aware. Notwithstanding the foregoing, Client acknowledges the ongoing existence of pings, port scans and other routine, unsuccessful attempts at accessing and/or interfering with Aetna's information system that do not pose a threat or hazard to the integrity of PHI and about which no further notification from Aetna is necessary.

- (e) Aetna will report to Client, as soon as practicable, but no later than 30 days after discovery, any Breach of Unsecured PHI as required at 45 CFR §164.410. Such notice will include all required information that is available, including:
  - (i) The identity of each Individual whose Unsecured PHI has been or is reasonably believed by Aetna to have been accessed, acquired, used or disclosed during the Breach;
  - (ii) A brief description of what happened, including the date of the Breach and the date of discovery if known;
  - (iii) A description of the type of Unsecured PHI involved in the Breach;
  - (iv) The steps Individuals should take to protect themselves from potential harm resulting from the Breach;
  - (v) A brief description of the steps Aetna is taking to investigate, mitigate harm, and protect against further breaches; and
  - (vi) Contact information for individuals to ask follow-up questions or learn additional information regarding the breach.
- (f) If Aetna uses subcontractors in the provision of the Services, Aetna will ensure that subcontractors who create, receive, maintain, or transmit PHI on its behalf agree to equivalent restrictions, conditions, and requirements as contained herein with respect to such information.
- (g) Aetna will make available to Client PHI in a Designated Record Set as necessary to satisfy Client's obligations under 45 CFR §164.524.
- (h) Aetna will make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by the Client pursuant to 45 CFR §164.526, or take other reasonable measures as necessary to satisfy Client's obligations under 45 CFR §164.526.
- (i) Aetna will maintain and make available to Client the information required to provide an accounting of disclosures, as necessary to satisfy Client's obligations under 45 CFR §164.528.
- (j) Aetna will only carry out Client's obligations under the Privacy Rule as mutually agreed to by the parties. In such instances, Aetna will comply with the Privacy Rule requirements that apply to Client in the performance of such obligations.
- (k) Subject to any applicable legal privileges or confidentiality agreements, Aetna will, upon reasonable notice and during normal business hours, make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules by Aetna and/or Client.

#### **4. Client's Obligations and Activities**

- (a) Client will notify Aetna of any limitation(s) in its notice of privacy practices under 45 CFR §164.520, to the extent that such limitation may affect Aetna's use or disclosure of PHI.
- (b) Client will notify Aetna of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Aetna's use or disclosure of PHI.
- (c) Client will notify Aetna of any restriction on the use or disclosure of PHI that it has agreed to or is required to abide by under 45 CFR §164.522, to the extent that such restriction may affect Aetna's use or disclosure of PHI.
- (d) Client will not request Aetna to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Client, except to the extent that such use or disclosure is for the purposes set forth in Sections 2(d), (e) and (f).

## **5. Term and Termination**

- (a) The Term of this Agreement will be effective as of the date set forth below and will run concurrently with the Services Agreement to the extent that Services require Aetna to access, use, disclose and maintain PHI.
- (b) Either party may terminate this Agreement if the other violates a material term of the Agreement, provided that the non-breaching party provides the breaching party with no less than 30 days in which to cure such violation prior to termination becoming effective. However, if the non-breaching party reasonably and in good faith determines that the violation is not curable, it may terminate this Agreement immediately upon written notice to the breaching party.
- (c) Upon termination of this Agreement, the Services Agreement also will terminate to the extent that it requires Aetna to access, use, disclose and/or maintain PHI in order to provide the Services.
- (d) Upon termination of this Agreement for any reason, Aetna will, to the extent feasible, return or destroy the PHI, which Aetna still maintains in any form. Client understands that Aetna's need to maintain portions of the PHI for archival purposes related to memorializing the Services and comply with its then-existing document retention and business continuity programs, will render return or destruction infeasible. Aetna will not use or disclose the PHI so retained other than as described in this Section 5(d) and Aetna will maintain such PHI in accordance with its obligations under this Agreement until all such PHI is destroyed in accordance with Aetna's document retention policy.

## **6. Reimbursement.**

In addition to its obligations to mitigate any known harmful effect of an improper use or disclosure of PHI under Section 3.C of this Agreement. Aetna shall reimburse Client for (i) any civil fines or penalties imposed as a result of such improper use or disclosure; (ii) any mutually agreed upon mitigation services offered to affected individuals and (iii) the

reasonable and actual costs of providing notice to individuals in the event of a Breach of Unsecured PHI caused by Aetna.

## 7. Notices

Any notices or other communications under this Agreement will be in writing and will be given to the Parties by hand, by electronic mail, nationally recognized overnight courier service or by express, registered or certified mail, postage prepaid, return receipt requested, at the addresses set forth below:

**If to Client, to:**

Office of the County Attorney  
141 Pryor Street, SW, Suite 4038  
  
Atlanta, Georgia 30303  
Attention: Kaye Woodard Burwell,  
Interim County Attorney

Financial Department  
141 Pryor Street, SW, Suite 7001  
Atlanta, Georgia 30303  
Attention: Hakeem Oshikoya

**If to Aetna, to:**

Aetna Life Insurance Company  
151 Farmington Ave.,  
Hartford, CT 06156  
Attention: Anna Shimanek, Privacy Officer  
Email: PrivacyAetna@aetna.com

## 8. General

- (a) *Regulatory References.* A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- (b) *Interpretation; Entire Agreement.* Any ambiguity in this Agreement will be interpreted to permit compliance with the HIPAA Rules. This Agreement constitutes the entire agreement between the Parties regarding the exchange of PHI. In the event of any inconsistency or conflict between this Agreement, and the Services Agreement or any other written agreement between the parties, the terms, provisions and conditions of this Agreement will control and govern.
- (c) *Modification of Agreement.* The parties agree to take such action as is necessary to modify or amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. No modification or amendment hereto will be valid unless it is in writing and signed by the Parties.
- (d) *Severability; Waiver.* If any provision of this Agreement is found to be illegal or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect. No consent to or waiver of any default hereunder will be effective unless in writing and no such consent or waiver will be construed as a consent to or waiver of any default in the future or of any other default hereunder.
- (e) *No Third Party Beneficiaries.* This Agreement is made and entered into solely for the benefit and protection of the Parties hereto, their successors and permitted

assigns, and does not confer any rights or privileges upon any third parties, including any participant or beneficiary of Client.

- (f) *Dispute Resolution.* If any controversy, dispute, or claim arises between the parties with respect to this Agreement, the parties will utilize the dispute resolution as set out in the Service Agreement, Article 13: Disputes.
- (g) *Counterparts.* This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall constitute one and the same instrument. Facsimile or other electronic (e.g. PDF) copies of signatures shall constitute originals.

\* \* \* \* \*

*Execution Page Follows*



**IN WITNESS WHEREOF**, the Parties have executed this Business Associate Agreement as of the date first above written.

**AETNA LIFE INSURANCE COMPANY**

**FULTON COUNTY, GEORGIA**

DocuSigned by:

*Cindy Follmer*

6451746A9D6447B...

**Name**

**Title: (CEO, President, Vice President)**

DocuSigned by:

*Robert L. Pitts*

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Robert L. Pitts, Chairman

Fulton County Board of Commissioners

**ATTEST:**

DocuSigned by:

*Tonya R. Grier*

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Tonya R. Grier,

Clerk to the Commissioner

DocuSigned by:



(Affix County Seal)

**APPROVED AS TO FORM:**

Office of the County Attorney

**APPROVED AS TO CONTENT:**

DocuSigned by:

*Hakeem Oshikoya*

756CC6456A784CF

Hakeem Oshikoya, Finance Director

Financial Department

## Fulton County

Dental Financial Renewal

January 01, 2023 through  
December 31, 2023

Customer Number - 842888





**Stronger workforce,  
stronger results**

Eileen Reppy  
Underwriting Director  
National Accounts  
Phone: 860-273-3881  
Email: ReppyE@aetna.com

Samantha K. Quach  
Senior Analyst Underwriter  
National Accounts  
Phone: 215-775-9181  
E-mail: Quachsk@aetna.com

Ms. Verna Thomas  
Employee Benefits Supervisor  
Fulton County  
141 Pryor Street S W STE 7001  
Atlanta, GA, 30303

Dear Ms. Thomas:

Thank you for allowing us to serve your health insurance and health benefit needs during the past year. This collaboration has produced impactful results and savings. As a health company that appreciates your unique needs and resources, we curate experiences that are meaningful, inspiring and deliver results. This helps us amplify your ability to realize your full business potential. Enclosed is your Aetna dental renewal for the January 01, 2023 through December 31, 2023 contract year.

We go local to join your employees on their health care journeys. We help them achieve their goals and and live their best lives. Because when your workforce is healthy, your company is healthy, too. Your costs decrease and your employees are more productive, driving greater success for your county.

For additional details about your programs and services, please contact your Account Executive.

**The Fully-Insured renewal includes the following:**

- Rates
- Renewal Assumptions excluding Commissions
- Included Program & Services
- Plan Benefit Information

Please notify your Account Executive with your acceptance of these terms by October 01, 2022.  
If we don't hear from you by this date, we'll assume the information in this renewal package is acceptable.

**These terms remain in effect through December 31, 2023.**

If there are no changes impacting this renewal as outlined in your Renewal Assumptions, the rates remain in effect through December 31, 2023. You can contact your Account Executive, Noelle Wood if you have any questions or need any additional information at 770-346-1912 or WoodN1@aetna.com.

We're equally committed to helping your people get healthy and making health care easy for you. By aligning member health with your business ambitions we can build a personalized plan that promotes a healthy culture and boosts your bottom line.

Sincerely,



Eileen Reppy  
Underwriting Director



Samantha K. Quach  
Senior Analyst Underwriter

**Aetna is the brand name used for products and services provided by one or more of the Aetna group of subsidiary companies. The Aetna companies that offer, underwrite or administer benefit coverage include: Aetna Health Inc., Aetna Health of California Inc., Aetna Dental Inc., Aetna Dental of California Inc., Aetna Health Insurance Company, Health Insurance Company of New York, Aetna Life Insurance Company (Aetna). In Maryland, by Aetna Health Inc., 151 Farmington Avenue, Hartford, CT 06156.**

**Each insurer has sole financial responsibility for its own products.**

**Health benefits and health insurance plans contain limitations and exclusions.**

**Policy form numbers include GR-9/GR-9N, GR-23, GR-29/GR-29N, GR-700-W, and/or GR-88435.**

## Fulton County

## Dental Renewal Rates

Effective January 01, 2023

Policyholder Number: 0842888

Control Number: 0842888

- Please refer to the Financial Assumptions for terms and conditions of this renewal.
- Please refer to the Financial Assumptions regarding an explanation of the Health Insurer Fee PEPM.

<b>DMO 3 Tier - Active</b>				
Coverage Categories	Current/Assumed Employees	Current Rates	Renewal Rates	% Change
Employee	689	\$16.97	<b>\$16.97</b>	0.0%
Emp + One Dependent	260	\$33.11	<b>\$33.11</b>	0.0%
Emp + Family	266	\$54.33	<b>\$54.33</b>	0.0%
Monthly Total	1,215	\$34,752.71	<b>\$34,752.71</b>	0.0%

<b>DMO 3 Tier U65 Retirees</b>				
Coverage Categories	Current/Assumed Employees	Current Rates	Renewal Rates	% Change
Emp Only	131	\$16.97	<b>\$16.97</b>	0.0%
Emp + One Dependent	95	\$33.11	<b>\$33.11</b>	0.0%
Emp + Family	57	\$54.33	<b>\$54.33</b>	0.0%
Monthly Total	283	\$8,465.33	<b>\$8,465.33</b>	0.0%

<b>DMO 2 Tier O65 Retirees</b>				
Coverage Categories	Current/Assumed Employees	Current Rates	Renewal Rates	% Change
Employee	198	\$16.97	<b>\$16.97</b>	0.0%
Emp + Family	133	\$39.43	<b>\$39.43</b>	0.0%
Monthly Total	331	\$8,604.25	<b>\$8,604.25</b>	0.0%

<b>Monthly Totals</b>	1,829	\$51,822.29	<b>\$51,822.29</b>	0.0%
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"Aetna" is the brand name used for products and services provided by one or more of the Aetna group of subsidiary companies. PPO/PDN is underwritten by Aetna Life Insurance Company. DMO is underwritten by Aetna Life Insurance Company, except as follows: Arizona, Georgia: Aetna Health Inc. California: Aetna Dental of California Inc. Maryland, Missouri, North Carolina, Texas: Aetna Dental Inc. New Jersey: Aetna Dental Inc. and Aetna Life Insurance Company.

## Renewal Assumptions

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**Fulton County**  
**January 01, 2023 through December 31, 2023**

**Aetna Life Insurance Company**  
**Customer Number - 842888**

The objective of the following financial assumptions is to ensure the accuracy and integrity pertaining to the Dental benefits included in this renewal. We reserve the right to evaluate the risk if material changes have occurred from the original quote in one or more of the following financial conditions.

Unforeseen events during the renewal process may cause the risk profile of our plans to change. These events may occur during or after the open enrollment period, or Renewal Policy Year. We reserve the right to change our rates at any time during the policy year, effective on the date the change occurred, subject to state and federal mandates.

If your policy terminates, you will be billed and responsible for any outstanding amounts from the prior policy periods.

If any of the changes outlined below occur, we may recalculate your premium rates:

### **Covered Lives and Demographics**

- There is a 15 percent change in the total number of subscribers enrolled in each individual Aetna product or in aggregate, including the impact of new or terminating locations and/or groups.
- A change in the demographic and/or geographic mix of the eligible group from that assumed at the time the guarantee is established.

### **Participation & Contribution Strategy**

Our rates assume that will contribute percent towards the cost of employee coverage and at least percentage towards the cost of dependent coverage regardless of plan selected. Minimum participation requirement for this contribution structure is 75 percent of total eligible lives.

### **Rate Cap**

We have offered a 2 year rate guarantee in which we agree the rates for the 2024 policy period will increase over the 2023 policy period by no more than 4 percent.

All rate caps are subject to any applicable increase associated with the Annual Health Insurer Fee Provider Fee (see Patient Protection and Affordable Care Act (ACA) - Fees and Assessments below).

### **Plan Design**

The renewal is based on the current plan design. Our standard provisions, contract wording and claim guidelines settlement practices will apply for items not specifically outlined. Our guidelines allow for a change in plan on the renewal date only, unless initiated by legislative actions. If a material change in the plan is initiated by and approved by us, an adjustment to the rates may apply.

### **Changes**

We reserve the right to modify our products, services, rates and fees, in response to legislation, regulation or requests of government authorities resulting in changes to plan benefits and to recoup any material fees, costs, assessments, or taxes due to changes in the law even if no benefit or plan changes are mandated.

We also reserve the right to modify this proposal in the event of a material change in:

- The plan of benefits offered, including state mandates
- A change in claim payment requirements or procedures; or

## Renewal Assumptions

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**Fulton County**  
**January 01, 2023 through December 31, 2023**

**Aetna Life Insurance Company**  
**Customer Number - 842888**

- A change in federal or state premium taxes or assessments

### **Aetna Intellectual Property**

Under the Group Policy, you may have access to certain of Aetna's Customer reporting systems. Aetna represents that it has either the ownership rights or the right to use all of the intellectual property used by Aetna in providing the Services under the Group Policy ("Aetna IP"). Aetna will grant you, as the Customer, a nonexclusive, non-assignable, royalty free, limited right to use certain of the Aetna IP for the purposes described in the Group Policy. You agree not to modify, create derivative product from, copy, duplicate, decompile, disassemble, reverse engineer or otherwise attempt to perceive the source code from which any software component of the Aetna IP is compiled or interpreted. Nothing in the Group Policy shall be deemed to grant any additional ownership rights in, or any right to assign, sublicense, sell, resell, lease, rent, or otherwise transfer or convey, the Aetna IP to you.

### **Open Enrollment Opportunity**

We expect equal access to potential and/or existing members when offered on an option basis for purposes of communication, enrollment, benefits fairs, etc. For new offerings and/or locations, our quote assumes an active open enrollment will occur.

Please provide us with open enrollment materials including employee contribution rates for all plan options, eligibility definitions for all plans (retiree, part-time designs for all sites where our insured product is offered). Our goal is to give you and your members accurate and reasonable offerings based on the most complete information we have available.

### **Inaccurate or Incomplete Information**

We use the information you provide us to develop our rates. If any of this information is inaccurate or incomplete and has a material impact on the cost of the programs, we reserve the right to adjust our rates and terms. For example, your rates may change if there is a material deviation from the rate quotation assumptions or if you are unable to provide us with the requested information. As another example, if additional information related to this quotation is made available to us at a later date, we reserve the right to re-assess, and potentially revise, this quotation based upon analysis of that information.

### **Additional Financial Information**

Listed below are brief descriptions of some of the important features of the dental plans quoted. Statements made in this package are based on facts, as they exist today. Our statements are not legal representations or warranties. This renewal is not a substitute for your Group Policy. Our obligation will be limited to the terms of the policy.

- **Renewal** – Our contract provides for automatic renewal upon the completion of each contract period unless either party terminates. This provision may be invoked in accordance with its terms at any time during the continuance of the contract (i.e., is not just limited to termination occurring on the renewal date). Under state insurance regulations, a group health insurance policy may be non-renewed for certain reasons. These may include us no longer offering coverage or a specific product in the market and the plan no longer meeting the contribution or participation requirements.
- **Dependent Eligibility** - Eligible dependents include an employee's spouse and children up to the limiting age of the plan. Individuals cannot be covered as an employee and dependent under the same plan, nor



## Renewal Assumptions

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**Fulton County**  
**January 01, 2023 through December 31, 2023**

**Aetna Life Insurance Company**  
**Customer Number - 842888**

may both under the same plan cover children eligible for coverage through both parents. Dependents must enroll in same benefit option as the employee. Domestic partners may be covered as eligible dependents if the employer elects this designation at contract effective date or renewal date. Coverage is available to eligible dependents who are same sex or opposite sex partners. If the plan sponsor elects to cover domestic partners, the plan sponsor is responsible for determining whether the domestic partner is eligible.

- **Plan eligibility** - Our rates assume that permanent full-time employees work a minimum of 25 hours per week on a regularly scheduled basis and that eligible dependents include an employee's spouse and children up to the limiting age of the plan. Our rates assume that temporary employees are not eligible for coverage.
- **Enrollment Assumptions** - The quoted rates assume there will be one predetermined annual enrollment period when all eligible employees have a choice of enrolling in any of the available plans. During open enrollment our representatives will have the opportunity to provide plan information to your members. We have assumed that the plan of benefits will be extended to all groups included in our current eligibility files. Our renewal assumes that coverage will not be extended to any additional groups of employees without additional census and rate determination. A summary of assumed enrollment by plan option has been provided in the rate exhibit.
- **Run-Off Claim Processing** - Your rates include the expenses associated with the processing of run-off claims following cancellation.
- **Disclosure Statement** - We have various programs for compensating agents, brokers and consultants. If you would like information regarding compensation programs for which your agent, broker, or consultant is eligible, payments (if any) which Aetna has made to your agent, broker, or consultant; or other material relationships your agent, broker, or consultant may have with us, you may contact your agent, broker, or consultant; or your account representative. Information regarding our programs for compensating agents, brokers, or consultants is also available at [www.aetna.com](http://www.aetna.com).
- **Additional Products and Services** - Costs for special services rendered, which are not included or assumed in the pricing guarantee will be direct billed. For example, would be subject to additional charges for customized communication materials, as well as costs associated with custom reporting, programming, etc. The costs for these types of services would depend upon the actual services performed and would be determined at the time the service is requested.

### Commissions

Our quoted rates exclude broker commissions.

### Conformity with Law

We believe this renewal conforms to all applicable local, state and federal laws.

### Conclusion

Our offering assumes it will be accepted in its entirety. We also assume the current coverage, products and services you have will continue to be offered. Should there be a material change in these regards, we reserve the right to review and re-price this renewal. Prior to accepting the rates in this renewal, you shall notify us of any material deviation, current or expected, from these assumptions.



## Programs & Services

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**Fulton County**  
**January 01, 2023 through December 31, 2023**

**Aetna Life Insurance Company**  
**Customer Number - 842888**

Your plan includes the following services and programs

### General Administration

- Experienced Account Management
- Customer Team Services
- Communication Materials
- Aetna Claim Fiduciary
- External Review
- Eligibility

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### Claim and Member Services

- Claim Administration
- Member Services
- Aetna Voice Advantage®
- Enhanced Customer Servicing Framework

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### Network Information

- Network Management
- Dental Medical Integration (DMI)
- Provider Relations

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### Aetna Discount Program\*

- at home products
- fitness
- hearing
- natural products and services
- oral health care
- vision
- weight management

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### Web tools

- Member website and mobile experience
- Claim Research/Forms/Contact Us  
(English and Spanish Version)

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\*The Aetna Discount Programs are part of your health benefits and insurance plan. Please log into Aetna member website to see a list of the discounts that are available to use.

Programs and services may not be available in all service areas or under all benefit plans.

## Fulton County

Dental Financial Renewal

January 01, 2023 through  
December 31, 2023

Customer Number - 842888





Eileen Reppy  
Underwriting Director  
National Accounts  
Phone: 860-273-3881  
Email: ReppyE@aetna.com

Samantha K. Quach  
Senior Analyst Underwriter  
National Accounts  
Phone: 215-775-9181  
E-mail: QuachSK@aetna.com

Ms. Verna Thomas  
Employees Benefits Supervisor  
Fulton County  
141 Pryor Street S W Suite 7001  
Atlanta, GA, 30303

Dear Ms. Thomas

Thank you for allowing us to serve your health insurance and health benefit needs during the past year. This collaboration has produced impactful results and savings. As a health company that appreciates your unique needs and resources, we curate experiences that are meaningful, inspiring and deliver results. This helps us amplify your ability to realize your full business potential. Enclosed is your Aetna dental renewal for the January 01, 2023 through December 31, 2023 contract year.

We go local to join your employees on their health care journeys. We help them achieve their goals and and live their best lives. Because when your workforce is healthy, your company is healthy, too. Your costs decrease and your employees are more productive, driving greater success for your county.

For additional details about your programs and services, please contact your Account Executive. Renewal information regarding other products insured with us will be provided in separate documents.

**The Self-Insured renewal includes the following:**

- Fee Schedule
- Renewal Assumptions
- Program and Services

Please notify your Account Executive with your acceptance of these terms by October 01, 2022. If we don't hear from you by this date, we'll assume the information in this renewal package is acceptable.

**These terms remain in effect through December 31, 2023.**

If there are no changes impacting this renewal as outlined in your Renewal Assumptions, the fees will remain in effect through December 31, 2023. You can contact your Account Executive, Noelle Wood if you have any questions or need any additional information at 770-823-0295 or WoodN1@aetna.com

This renewal package is considered an amendment to your original agreement. Continuance of your benefit plan and payment of fees constitutes an agreement to this renewal.

We're equally committed to helping your people get healthy and making health care easy for you. By aligning member health with your business ambitions we can build a personalized plan that promotes a healthy culture and boosts your bottom line.

Sincerely,



Eileen Reppy  
Underwriting Director



Samantha K. Quach  
Senior Analyst Underwriter

**Aetna is the brand name used for products and services provided by one or more of the Aetna group of subsidiary companies. The Aetna companies that offer, underwrite or administer benefit coverage include: Aetna Health Inc., Aetna Health of California Inc., Aetna Dental Inc., Aetna Dental of California Inc., Aetna Health Insurance Company, Health Insurance Company of New York, Aetna Life Insurance Company (Aetna). In Maryland, by Aetna Health Inc., 151 Farmington Avenue, Hartford, CT 06156.**

**Each insurer has sole financial responsibility for its own products.**

**Health benefits and health insurance plans contain limitations and exclusions.**

**Policy form numbers include GR-9/GR-9N, GR-23, GR-29/GR-29N, GR-700-W, and/or GR-88435.**

Fee Schedule

Fulton County  
January 01, 2023 through December 31, 2023

Aetna Life Insurance Company  
Customer Number - 842888

The fees for the Guarantee Period January 01, 2023 through December 31, 2023 are outlined below. The Fees are for services performed under the Administrative Services Only arrangement (through a ‘Services Agreement’ or ‘Master Services Agreement’, as the case may be, and will be referred to as the “Agreement”). These fees replace the fees described in the Agreement for the Guarantee Period January 01, 2022 through December 31, 2022.

Monthly Per-Employee, Per-Month (PEPM) Fees		PPO Dental
January 01, 2022	Guaranteed Billing Fee PEPM <sup>1</sup>	\$1.80
January 01, 2023	Guaranteed Billing Fee PEPM <sup>1</sup>	\$1.80
Percent Change		0.00%
Claim Fiduciary		Aetna is Claim Fiduciary - Level 1
Claim Wire Billing Fees		
Aetna PPO II Network		Included - 40% of Savings
Dental Out of Network Savings Program		Not Included

<sup>1</sup> Employee includes only those active employees, retirees, COBRA continuees and disabled employees that are covered under your Aetna dental plan.

Guarantee Period

- The guarantee periods are defined as follows:
- January 01, 2023 through December 31, 2023 is the First Guarantee Period
  - January 01, 2024 through December 31, 2024 is the Second Guarantee Period

Guaranteed Fees

The fees (hereinafter “Guaranteed Fees”) for the self-funded coverages for the period January 01, 2023 through December 31, 2023 are guaranteed according to the PEPM fees provided above. We guarantee that the fees for the Second Guarantee Period will increase 2 percent over the fees for the First Guarantee Period.

Allowances

Aetna is including a wellness allowance of \$25,000 per year that may be used to reimburse vendors for wellness-related expenses incurred by Fulton County annual during the guarantee period. Payment of wellness allowance-related expense(s) by Aetna will be made once Fulton County has presented the invoice(s) outlining the expenses they incurred. The Invoices to be reimbursed are due no later than December 31 of the policy period in which the expense occurred. The credit is earmarked for dental allowance, but if Fulton County has a dental health plan program or project that they would like to explore, we’re open to be discussing alternative uses. No amount will be allowed to carryovers to the following year. Any unused funds will be forfeited.

## Fee Schedule

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**Fulton County**  
**January 01, 2023 through December 31, 2023**

**Aetna Life Insurance Company**  
**Customer Number - 842888**

Any amount ("Wellness Allowance") paid by Aetna to a plan sponsor for any expense or costs incurred as a result of contracting with Aetna for benefits plan administration services, shall be paid in accordance with applicable law. Plan sponsors are advised to determine appropriate accounting for these credits with their own counsel or accountant. A plan sponsor receiving a wellness allowance or other payments from Aetna that offset or reimburse expenses that would otherwise be paid from plan assets, should consult with their ERISA counsel to determine if such allowance must be credited to plan assets, and for additional counsel regarding the accounting for reporting of such payments.

### Billing of Fees

We will bill and collect your monthly dental fees as outlined above. We will reconcile the collected fees at the end of the Agreement Period (as defined in the Agreement). surplus due Fulton County, or any shortfall due Aetna, will be payable within the timeframe specified in the Agreement.

### Alternate Office Processing (AOP)

We regularly use both internal and external claim adjudication services to meet service requirements of our business. These services may be located inside or outside of the United States. Aetna quality standards and controls apply to all claims regardless of where they are processed. Standard pricing assumptions are in effect based on type of product, auto-adjudication, plan design and customer specific requirements. We may adjust service fees based on the above factors and/or where plan sponsors wish to limit use of Alternative Office Processing (AOP).

### Runoff Processing Charges

The expenses associated with processing runoff claims following cancellation are covered for one year.

### Dental PPO II

Aetna Dental's® PPO II network offers over 41,566 more available dental PPO practice locations. In combination with our standard dental PPO network, there are 362,707 available dental practice locations. With the inclusion of PPO II, you and your employees may save on dental costs through access to more dentists providing services at contracted rates.

Statistics provided by Aetna Enterprise Database

### Extend<sup>SM</sup> Network

Extend<sup>SM</sup> is our network that expands the Dental PPO II program creating greater in-network access. Extend offers access to contracted providers at a discount less than the Dental PPO and Dental PPO II that would otherwise be paid at billed charges as an out-of-network claim on the Dental PPO plan. Therefore, members' out of pocket savings are maintained or enhanced. Providers in the Extend network are participating providers and their services will be reimbursed in accordance with the terms of the Customer's plan at the in-network level.

### Commissions

Commissions - Our quoted fee do not include broker commissions.

## Renewal Assumptions

**Fulton County**  
**January 01, 2023 through December 31, 2023**

**Aetna Life Insurance Company**  
**Customer Number - 842888**

Services	PPO Dental
Enrolled Employees	5,323
Projected Processed Claim Transactions (PCTs) per Employee	3.75
Member to Employee Ratio	1.82

### Caveats

Your pricing considers all of the multiple products, programs and services you have with us and will be in effect for all 12 months of the plan year. Pricing for some programs and services are amortized over a 12-month period. Therefore fees will not be reduced if termination occurs prior to the end of the plan year. We also assume the renewal assumptions above remain consistent throughout the plan year. We require notice to properly terminate before the plan year ends in accordance with the Termination provision in your Agreement. Otherwise, you may be charged for the cost until that notification is met.

If any of the changes outlined below occur, we may adjust your Guaranteed Fees. If this happens, you'll have to pay any difference between the fees collected and the new fees calculated back to the start of the Guarantee Period. If fees are adjusted, the caveats below will be based on the new assumptions.

During the Guarantee Period we may adjust your Guaranteed Fees if:

1. For any product identified in the table above, there is a change of 15 percent or more to any of outlined assumptions.
2. A change is made that materially affects the cost of the plan including, but not limited to, plan administration, changes to the programs and services we offer you, or any legislative or regulatory action that results in changes to plan benefits.
3. A material change in the plan of benefits is initiated by you or by legislative or regulatory action.
4. If you terminate any of our other products and services not addressed within this renewal package.
5. If you place the products and services included renewal out to bid with an effective date prior to (end of multi-year guarantee period), then this guarantee will be nullified.

If any of the conditions outlined above occur, then any performance guarantees may be changed or terminated based on the caveats outlined in those guarantee documents.

### Aetna Intellectual Property

Under the Agreement, you may have access to certain of Aetna's Plan Sponsor reporting systems. Aetna represents that it has either the ownership rights or the right to use all of the intellectual property used by Aetna in providing the Services under the Agreement ("Aetna IP"). Aetna will grant you, as the Plan Sponsor, a nonexclusive, non-assignable, royalty free, limited right to use certain of the Aetna IP for the purposes described in the Agreement. You agree not to modify, create derivative product from, copy, duplicate, decompile, disassemble, reverse engineer or otherwise attempt to perceive the source code from which any software component of the Aetna IP is compiled or interpreted. Nothing in the Agreement shall be deemed to grant any additional ownership rights in, or any right to assign, sublicense, sell, resell, lease, rent, or otherwise transfer or convey, the Aetna IP to you.

### Changes

We reserve the right to modify our products, services, rates and fees, in response to legislation, regulation or requests of government authorities resulting in changes to plan benefits and to recoup any material fees, costs, assessments, or taxes due to changes in the law even if no benefit or plan changes are mandated.



## Programs & Services

**Fulton County**  
**January 01, 2023 through December 31, 2023**

**Aetna Life Insurance Company**  
**Customer Number - 842888**

Below is a list of programs and services that are included or available to you.

**Included** Indicates those programs and services **included** in your plan

**Not Included** Indicates those programs and services you can **purchase for an additional cost**

**N/A** Indicates those programs and services that are “**not available**” for that product

	Dental PPO
<b>General Administration</b>	
Experienced Account Management Team	Included
Designated billing, eligibility, plan set up, underwriting and drafting services	Included
Review or draft plan documents	Included
Claim Fiduciary	Included
<b>Banking Information</b>	
Banking Method	ACH Drawdown by Aetna
Funding Basis	Issued
Claims Funding Request	Alternate Stockpiling (Thursday)
Seed Money / Payment Fund	Not Included
<b>Member &amp; Claim Services</b>	
Claim Administration	Included
Member Services	Included
Aetna Voice Advantage®	Included
Designated Service Center	Included
Plan Sponsor Liaison	Included
Special Investigations / Zero Tolerance Fraud Unit	Included
<b>Network Administration</b>	
Network Access	Included
Aetna Dental® PPO II Network	Included
Dental Out Of Network Savings Program	Not Included
Extend Network	Included
Dental Medical Integration (DMI)	Included
<b>Web Tools</b>	
Member Website and Mobile Experience	Included
Cost Estimator	Included
Claim Research/Forms/Contact us (English & Spanish Version)	Included
Customer provider search	Included
<b>Aetna Discount Programs</b>	
at home products	Included
fitness	Included
hearing	Included
LifeMart® shopping website	Included
natural products and services	Included
oral health care	Included
vision	Included
weight management	Included



Programs & Services

Fulton County  
January 01, 2023 through December 31, 2023

Aetna Life Insurance Company  
Customer Number - 842888

Below is a list of programs and services that are included or available to you.

**Included**            Indicates those programs and services included in your plan

**Not Included**     Indicates those programs and services you can purchase for an additional cost

**N/A**                 Indicates those programs and services that are “not available” for that product

	Dental PPO
Reporting	
Aetna Health Information Advantage™	Included
Standard Utilization Reports	Included
Financial Claim Detail Reports	Included
Banking Reports	Included
Analytic Consultation for self funded customers	Hours included with Medical Hours



### **General Performance Guarantee Provisions**

Aetna Life Insurance Company, on behalf of itself and its affiliates (“Aetna”, “our”, or “we”) provides health benefits administration and other services (set forth in this document) for the self-funded Dental plans operated on behalf of Fulton County (also “you” or “your”).

These performance guarantees are considered an amendment to your existing services agreement. Continuance of your benefit plan and payment of fees constitutes an acceptance of these performance guarantees.

### **Guarantee Period**

The Guarantee Period shall be represented as a one-year guarantee for the period January 01, 2023 through December 31, 2023 (hereinafter the “Guarantee Period”).

The performance guarantees below will apply to the following self-funded dental plans serviced under the Administrative Services Only arrangement (through a ‘Services Agreement’ or ‘Master Services Agreement’, as the case may be, but each from this point on referred to as the “Agreement”).

- PPO Dental

This offer does not contemplate significant changes in volume of claims and calls that may occur with novel conditions or circumstances affecting broad populations that place a significant strain on the health care system and/or your plan(s). These conditions include but are not limited to COVID-19. We reserve the right to adjust the terms and factors of this guarantee in response to these conditions and/or circumstances if necessary.

If we process runoff claims upon termination of the Agreement, the Turnaround Time, Financial Accuracy, Payment Incidence Accuracy, and/or Total Claim Accuracy performance guarantees will not apply to runoff claims.

### **Performance Objectives**

We believe that measuring the activities described below is an important indicator of how well we service your account. We’re confident that the Claim Administration and Member Services provided to you will meet your high standards of performance. To reinforce your confidence in our ability to administer your program, we are offering guarantees in the following areas:

**Fulton County****Guarantees****Dental Performance Guarantees**

Performance Category	Minimum Standard	Maximum Fees at Risk
<b>Account Management</b>		
• Overall Account Management	Average evaluation score of 3.50 or higher	2.00%
• Management Reports	Monthly paid claim reports, available within 20 calendar days following the end of the reporting period. Quarterly and Annual Utilization and Management reports, available within 45 calendar days following the end of the reporting period.	2.00%
<b>Plan Sponsor Services</b>		
• Eligibility Updates	98% within 2 business days; 100% within 4 business days.	1.00%
<b>Claim Administration</b>		
• Turnaround Time (TAT)	95.00% of claims processed within 14 calendar days	1.00%
• Turnaround Time (TAT Tier-2)	98.00% of claims processed within 30 calendar days	1.00%
• Financial Accuracy	99.50%	1.50%
• Total (Overall) Claim Accuracy	98.00%	1.50%
<b>Member Satisfaction</b>		
• Member Satisfaction	Positive response rate of 90% or higher	1.00%
<b>Member Services</b>		
• Customer Satisfaction (CSAT)	96.00%	1.00%
• Average Speed of Answer (ASA)	20 Seconds	1.00%
• Abandonment Rate	2.00%	1.00%
<b>Aetna Member Website</b>		
• Online Availability	99.0%	1.00%
<b>Network</b>		
• Access Standard	A minimum of 90% of plan members will have access to network providers as defined in the RFP.	1.00%
<b>Total</b>		<b>16.00%</b>

**Dental Service Guarantee Maximum**

The maximum Dental Service performance guarantee penalty adjustment will be equal to **16.00 percent** of actual collected administrative service fees. Administrative Service Fees at risk exclude:

- Charges for services performed which are not included on the monthly administrative service fee bill

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## Dental Performance Guarantees

### Aggregate Guarantee Maximum

In no event will total collected dental administrative service fees be adjusted by more than **16.00** percent due to the results of this guarantee and all other guarantees combined. "Collected Fees" means those fees collected for the Guarantee Period as of the time of the final reconciliation of the guarantee.

### Termination Provisions

Termination of the guarantee obligations shall become effective upon written notice by us in the event of one of the following occurrences:

1. A material change in the plan initiated by you or by legislative action that impacts the claim adjudication process, member service functions or network management.
2. Failure to meet your obligations to remit administrative service fees or fund claim payment wires under the Agreement.
3. Failure to meet your administrative responsibilities (e.g., a submission of incorrect or incomplete eligibility information).

The performance guarantees will not apply if you terminate your dental plan in whole or in part (defined as a 50 percent or greater membership reduction from the membership we assumed in this renewal ) prior to the end of the Guarantee Period (December 31, 2023).

### Refund Process

We will provide you with final results for the performance guarantees when reporting is available after the end of the respective Guarantee Period. If necessary, we will provide a "lump sum" refund for any penalties we incurred.

### Account Management

#### Overall Account Management Guarantee

**Guarantee:** We will guarantee that the services we provide you (i.e., on-going account management, financial, eligibility, drafting, and benefit administration) during the Guarantee Period will be satisfactory to you.

**Penalty and Measurement Criteria:** Via quarterly responses to this link:  
[https://aetna.co1.qualtrics.com/jfe/form/SV\\_9mN6tWcITGRtI2J](https://aetna.co1.qualtrics.com/jfe/form/SV_9mN6tWcITGRtI2J)

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### Dental Performance Guarantees

You agree to make us aware of possible sources of dissatisfaction throughout the Guarantee Period. Your responses to the evaluation tool will evaluate account management services in the following categories:

- technical knowledge
- professionalism
- proactive management
- accessibility
- responsiveness of personnel

Each category will be given a rating of 1 - 5 with 1 = lowest, 5 = highest. We will tally the results from the report card(s) when received. The results of the survey(s) are used to facilitate a discussion between you and your Account Executive regarding the results achieved and opportunities for improvement.

If all report cards based on the frequency of the guarantee are not completed and returned within 15 days after the end of the quarter, it will be assumed that the service provided to you is satisfactory and the guarantee is met. If the score on the first report card and the report card(s) for the subsequent survey(s) average a 3.50 or higher, no credit is due. Satisfactory service would equal a score of 3.50 and would be based on the total average of 24 questions with a rating scale of 1 to 5. Should the score from the first report card and the average of the remaining report card(s) fall below a 3.50 (meaning that service levels have not improved), we will make a mutually agreed upon reduction in compensation, subject to a maximum reduction of 2.00 percent of the Guarantee Period administrative service fees.

### Management Reports

**Guarantee:** We guarantee that monthly paid claim reports will be available within 20 calendar days following the end of the reporting period and Quarterly/Annual and Management reports will be available within 45 calendar days after the end of the reporting period.

**Penalty and Measurement Criteria:** If we do not make the reports available during the guaranteed time frames, we will reduce our compensation by 2.0% of the guarantee period administrative service fees. Our records are used to determine if the terms of this guarantee have been met.

### Plan Sponsor Services

### Eligibility Files

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### Dental Performance Guarantees

**Guarantee:** We guarantee that 98.00 percent of eligibility updates (defined as the number of electronic eligibility files updated) will be processed within 2 business days and 100.00 percent of eligibility updates will be processed within 4 business days or receipt of complete, accurate data (if a file requires adjustments the customer will be notified by email as soon as the need is identified).

**Definition:** Complete enrollment/eligibility data is defined as employee name, address, provider selection, DOB, SSN, and covered dependent information if applicable as well as mutually agreed upon eligibility specifications. The guarantee is contingent upon the file being transmitted successfully to us (files received after Noon ET will be considered as having been received on the next business day). Any eligibility data received which must be adjusted by us using a file fix will not be included in the reconciliation. The Electronic Report (ELR) is used to determine the completeness of the data provided by you.

**Penalty and Measurement Criteria:** We will reduce our compensation by 0.50 percent of the Guarantee Period administrative service fees for each full percent that eligibility updates drop below 98.00 percent within 2 business days and 100.00 percent within 4 business days. The maximum reduction will be **1.0** percent of the Guarantee Period administrative service fees. Our results will be used to determine whether the terms of the guarantee have been met.

### Claim Administration

#### Turnaround Time (TAT)

**Guarantee:** We guarantee that the claim TAT during the Guarantee Period will meet or exceed 95.00 percent of the processed claims within 14 *calendar* days on a cumulative basis each year.

**Definition:** We measure TAT from the claimant's viewpoint; that is, from the date the claim is received in the service center to the date that it is processed (paid, denied or pended). TAT excludes those claims identified as rework. **Weekends and holidays are included in turnaround time.** This guarantee may not apply, and a penalty may not be paid if results are not achieved due to severe weather events which directly or indirectly impact performance during the Guarantee Period.

**Penalty and Measurement Criteria:** If the cumulative year TAT falls below the percentage guarantee as stated above, we will reduce our compensation by an amount equal to 0.50 percent of the Guarantee Period administrative service fees for each full 1.00 percent that TAT falls below 95.00 percent. There will be a maximum reduction of 1.00 percent of the

## Dental Performance Guarantees

Guarantee Period administrative service fees. Results will be reported at the national dental organization level.

### Turnaround Time (TAT Tier-2)

**Guarantee:** We guarantee that the claim TAT during the Guarantee Period will meet or exceed 98.00 percent of the processed claims within 30 *calendar* days on a cumulative basis each year.

**Definition:** We measure TAT from the claimant's viewpoint; that is, from the date the claim is received in the service center to the date that it is processed (paid, denied or pended). TAT excludes those claims identified as rework. **Weekends and holidays are included in turnaround time.** This guarantee may not apply, and a penalty may not be paid, if results are not achieved due to severe weather events which directly or indirectly impact performance during the Guarantee Period.

**Penalty and Measurement Criteria:** If the cumulative year turnaround time (TAT) falls below the percentage guarantee as stated above, we will reduce our compensation by an amount equal to 0.50 percent of the Guarantee Period administrative service fees for each full 1.00 percent that Turnaround Time falls below 98.00 percent. There will be a maximum reduction of **1.00** percent of the Guarantee Period administrative service fees. Results will be reported at the national dental organization level.

### Financial Accuracy

**Guarantee:** We guarantee that the financial accuracy will be 99.5 percent or higher.

**Definition:** Financial accuracy is measured using industry accepted stratified audit methodology. The results are calculated by calculating the financial accuracy for a subset of claims (a stratum) and then extrapolating the results based on the size of the population and combining with the extrapolated results of the other strata. Each overpayment and underpayment is considered an error; they do not offset each other. This includes both manual and auto adjudicated claims.

$$\frac{\text{Dollars Paid Correctly}}{\text{Total Dollars Paid}}$$

We then extrapolate the results based on the size of the population and combine them with the extrapolated results of the other strata.

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### Dental Performance Guarantees

**Penalty and Measurement Criteria:** We will reduce our compensation by an amount equal to 0.30 percent of the Guarantee Period administrative service fees for each full 0.50 percentage that financial accuracy drops below 99.50 percent. The maximum reduction will be **1.50** percent of the Guarantee Period administrative service fees.

Our national dental organization level audit results will be used. Those results include our performance in processing ALL customers' claims handled by Dental Operations during the Guarantee Period, not just your plan's claims. The results for these guarantees will be calculated using industry accepted stratified audit methodologies.

### Total (Overall) Claim Accuracy

**Guarantee:** We guarantee the total (overall) claim accuracy will be 98.00 percent or higher.

**Definition:** Overall accuracy is measured using industry accepted stratified audit methodology. Accuracy in each stratum (a subset of the claim population) is calculated by:

$$\frac{\text{Number of claims processed correctly}}{\text{Total number of claims audited}}$$

We then extrapolate the results based on the size of the population and combining with the extrapolated results of the other strata.

**Penalty and Measurement Criteria:** We will reduce our compensation by 0.50 percent of the Guarantee Period administrative service fees for each full 1.0 percent that total claim accuracy drops below 98.00 percent. There will be a maximum reduction of **1.50** percent of the Guarantee Period administrative service fees.

Our national dental organization level audit results will be used. Those results include our performance in processing ALL customers' claims handled by Dental Operations during the Guarantee Period, not just your plan's claims. The results for these guarantees will be calculated using industry accepted stratified audit methodologies.

### Member Satisfaction

**Guarantee:** We guarantee a positive response rate of 90 percent or better on the following question "please rate your overall satisfaction with Aetna".

**Definition:** The survey assumes a 5 point scale with the top 3 responses viewed as positive. The survey is based on a statistically valid, randomly selected sample of actively enrolled members aged 18-64. The surveys will be administered on a book-of-business basis.



## Dental Performance Guarantees

**Penalty and Measurement Criteria:** We will reduce our compensation by an amount equal to 0.50 percent of the Guarantee Period administrative service fees for each full 1.0 percent that the member satisfaction response rate falls below 90 percent. The maximum reduction will be **1.00** percent of the Guarantee Period administrative service fees if we fail to meet a positive response rate of 90 percent or better. Results of the Aetna Performance Tracking Process are used as the measurement criteria.

### Member Services

#### Customer Satisfaction (CSAT)

**Guarantee:** We guarantee a positive response rate of 96.00 percent or better on the following statement “On a scale of 1 to 5, with 1 being the least likely and 5 being the most likely, please indicate if the following is true: “I was satisfied with the service I received today”.

**Definition:** The survey assumes a 5-point scale with the top 2 responses viewed as positive. The result is based on a member completing an interactive survey that is offered at the end of the call. We will share results with you annually from the accountable unit or the business segment level that services your account utilizing the Aetna member survey process in effect at the time of the member’s call.

**Penalty and Measurement Criteria:** We will reduce our compensation by 0.50 percent of the Guarantee Period administrative service fees for each full 1.00 percent that our positive response rate drops below 96.00 percent. Results of the automated survey process are used as the measurement criteria. The maximum reduction will be **1.00** percent of the Guarantee Period administrative service fees.

#### Average Speed of Answer (ASA)

**Guarantee:** We guarantee that the ASA for the phone skill(s) providing your customer service will not exceed 20 Seconds.

**Definition:** ASA is the amount of time that elapses between the time a call is received into the telephone system and the time a Customer Service Professional (CSP) responds to the call. The result is calculated as follows:

$$\frac{\text{Sum of all waiting times for all member calls answered by the queue}}{\text{Number of incoming member calls answered}}$$

### Dental Performance Guarantees

ASA measures the average speed of answer for all member calls answered. Interactive Voice Response (IVR) system calls are not included in the measurement of ASA. In the event there is an outage or when experiencing peak volumes, calls may be transferred to other Aetna call centers. This guarantee may not apply, and a penalty may not be paid, if results are not achieved due to severe weather events which directly or indirectly impact performance during the Guarantee Period.

**Penalty and Measurement Criteria:** We will reduce our compensation by 0.50 percent of the Guarantee Period administrative service fees for each full second that the ASA exceeds 20 Seconds. The maximum reduction will be **1.00** percent of the Guarantee Period administrative service fees. The national dental organization level member call volume results will be used. Those results include performance for ALL customers within Dental Operations.

### Abandonment Rate

**Guarantee:** We guarantee that the average rate of telephone abandonment will not exceed 2.00 percent.

**Definition:** The result is calculated as follows:

$$\frac{\text{Total number of member calls abandoned}}{\text{Number of member calls accepted}}$$

In the event there is an outage or when experiencing peak volumes, calls may be transferred to other Aetna call centers. This guarantee may not apply, and a penalty may not be paid, if results are not achieved due to severe weather events which directly or indirectly impact performance during the Guarantee Period.

**Penalty and Measurement Criteria:** We will reduce our compensation by 0.50 percent of the Guarantee Period administrative service fees for each full 1.00 percent that the average abandonment rate exceeds 2.00 percent. The maximum reduction will be **1.00** percent of the Guarantee Period administrative service fees. The national dental organization level member call volume results will be used. Those results include performance for all customers within Dental Operations.

### Aetna Member Website

### Aetna Member Website Online Availability

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**Dental Performance Guarantees**

**Guarantee:** We will guarantee that the Aetna member website availability rate will be 99% or higher. Our Aetna member website typically experiences approximately 360 minutes of downtime per quarter or up to approximately 120 minutes of downtime per month. This is due to scheduled maintenance (typically performed one Sunday a month between 6am and 7am and does not include database maintenance as needed). Measurement will be based on our book of business.

**Penalty and Measurement Criteria:** We will reduce our compensation by 0.50 percent of the guarantee period administrative service fees for each 1.0 percent that Aetna's member website is not available at least 99% of the operational time. The maximum reduction will be 1.0 percent of the guarantee period administrative service fee.

**Network****Access Standard**

**Definition:** A minimum of 90% of plan members will have access to network providers as defined in the RFP.

**Penalty and Measurement Criteria:** Aetna will reduce its compensation by 1.0% of the guarantee period administration service fees if it fails to maintain a minimum of 90% of plan members having access to network providers as defined in the RFP.

**22-0603 Real Estate and Asset Management**

Request approval to renew an existing contract - Department of Real Estate and Asset Management, 21ITB131850C-MH, Countywide Spot Cooler and Heat Pump Rental in the amount of \$36,000.00 with Spot Coolers, Inc. (Peachtree Corners, GA) to provide on-site portable air-cooled spot coolers and heat pump rental units with the necessary accessories for set-up on an "as needed" basis for designated Fulton County facilities. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2023 through December 31, 2023.

**22-0604 Real Estate and Asset Management**

Request approval to renew an existing contract - Department of Real Estate and Asset Management, 21ITB129983C-MH, Scrap Metal Removal with anticipated revenue in the amount of \$5,000.00 with North Fulton Metals, LLC (Alpharetta, GA), to provide scrap metal recycling services for Fulton County facilities. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2023 through December 31, 2023.

**22-0605 Finance**

Request approval to renew existing contracts - Finance Department, 19-RFP060519C-MH, Employee Healthcare Benefit Plan - Dental with Aetna Life Insurance Company (Atlanta, GA) to administer: [1] Dental PPO (DPPO) Plan on a self-funded basis and [2] Dental HMO (DHMO) Plan on an insured basis, to eligible employees, retirees, beneficiaries and their covered dependents. This action exercises the third of four renewal options. One renewal option remains. Effective date: January 1, 2023, through December 31, 2023.

**22-0606 Finance**

Request approval to renew existing contracts - Finance Department, 19-RFP060519C-MH, Employee Healthcare Benefit Plan - with Aetna Insurance Company Inc. to provide medical and pharmacy benefits as a fully-insured option to Medicare eligible retirees/beneficiaries and dependents. The plans administered are: (1) Basic Medicare Advantage Plan and (2) Enhanced Medicare Advantage Plan (*Buy-Up Option*). This action exercises the third of four annual renewal options. One renewal option remains. Effective date: January 1, 2023, through December 31, 2023.

**22-0607 Finance**

Request approval to renew existing contracts - Finance Department, 19-RFP060519C-MH, Employee Health Benefit Plan - Vision Benefits provided on a self-funded basis administered by EyeMed Vision Care, to eligible active employees, retirees/beneficiaries and their eligible dependents. This action exercises the third of four renewal options. One renewal option remains. Effective dates: January 1, 2023 through December 31, 2023.