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\* Admitted to Practice Law in  
New York Only

September 21, 2020

Mr. Eamon P. Joyce  
Sidley Austin LLP  
787 Seventh Avenue  
New York, New York 10019

Re: United States ex. rel. Cutler v. Cigna Corp. et al., No. 17-cv-5715 (KMK)  
Request for Pre-Motion Conference for Defendants' Motion to Dismiss

Dear Mr. Joyce,

Relator writes in response to your letter September 15<sup>th</sup> letter in which you indicated that Defendants intend to move to dismiss the above action. Defendants argue that dismissal is warranted because (1) recovery is barred under 31 U.S.C. § 3730(e)(4)(A), (2) the Amended Complaint (the "Complaint") does not identify any claims that were false and material and (3) the Complaint does not satisfy the pleading requirements of Fed. R. Civ. P. 9(b). Relator addresses each of these arguments in turn as follows:

**1. 31 U.S.C. § 3730(e)(4) does not bar recovery because Defendants' submission of diagnostic codes to CMS based on undiagnosed diseases was never publicly disclosed.**

Defendants first argue that 31 U.S.C. § 3730(e)(4) bars recovery because the Complaint reiterates allegations that are "derivative" of public disclosures. But Defendants do not identify any specific allegations that supposedly derive from any public disclosures, nor do they cite any legal authority to support their assertion that the statute bars "derivative" allegations.

Moreover, even if Defendants had identified the supposed "derivative" allegations, Defendants are not in reality actually challenging them but rather the legal basis for Relator's claim. *See U.S. ex rel. Wood v. Allergan, Inc.*, 246 F. Supp. 3d 772, 788 (S.D.N.Y. 2017). That is, Defendants are not claiming that the specific data-gathering procedures utilized in this case were publicly disclosed, but rather that "reiterations" of data-gathering generally as a means for diagnosing diseases were.

Even Defendants' argument challenging the legal basis for Relator's claim is misconstrued. Relator is not claiming that diagnoses made during in-home exams are *per se* invalid for risk adjustment purposes. Rather, Relator is saying, among other things, that the medical conditions identified during the in-home exams, in the manner performed specifically for Defendants, were not medical diagnoses at all. Comp. ¶ 56. The nurses and the companies employing them understood that what they were required to do during these exams was dictated by specific

instructions laid out by Defendants. Comp. ¶¶ 47, 51, 54. Those instructions did not permit nurses to diagnose diseases or provide other services within the scope of their practice. Rather they required nurses to search for diseases using nothing more than information gathered from an informal interview with the patient and a review of medications in the patient's home. Comp. ¶ 54, 56. As a consequence, serious diseases – such as cancer, chronic obstructive pulmonary disease, renal disease kidney disease, congestive heart failure and schizophrenia to name a few – were identified even though the nurses did no testing or medical chart reviews, and they did not consult with the patient's primary care provider or specialists. Comp. ¶¶ 48, 59-60, 71. The nurses themselves understood that they were not actually diagnosing any diseases. Comp. ¶¶ 51, 54.

Because the nurses made no medical diagnoses, the forms on which they recorded their findings (the “360 Forms”) did not qualify as medical records that could be used for risk adjustment purposes. Comp. ¶ 32. Yet Defendants submitted diagnostic codes for these diseases as if they had actually been diagnosed. That Defendants were engaging in such deplorable conduct was not a matter of public knowledge. Indeed, Relator's employer itself (“THM”) did not know that information from the 360 Forms was being submitted to CMS for risk adjustment purposes until Defendants disclosed this fact to Relator during arbitration proceedings in New York in 2017. Information from the arbitration was subject to a protective order and thus could not have been known to the general public. *See U.S. ex. rel. Springfield Terminal Ry. v. Quinn.*, 14 F. 3d 645, 655-56 (D. D.C. 1994). A copy of the protective order is attached hereto as **Exhibit A**.

## **2. The submission of unsupported diagnostic codes to CMS constituted false claims which were material to the determination of risk adjustment payments**

Defendants next argue that the Complaint fails to allege any false claims because it does not refer to a single claim or actual diagnosis that was false. Defendants appear to conflate the elements to establish a false claim under 31 U.S.C. § 3729 with the requirement for pleading fraud with particularity under Fed. R. Civ. P. 9(b). In this section Relator will solely address the false claim elements and will turn to the Fed. R. Civ. P. 9(b) argument in the next section below.

The standard for establishing a false claim is well established. A claim is legally false where a party makes a false certification of compliance with a federal statute or regulation or prescribed contract term. *See Lacey v. Visiting Services of New York*, no. 14-cv-05739-AJN (S.D.N.Y. Sept. 26, 2017). Legal falsity can be shown through an explicit false certification or implied through the submission of an inaccurate claim for payment. *Id.* But in either case, for a legally false claim to be actionable, it must be material to the government's decision to pay. *Id.*

Here, Defendants were subject to regulations requiring them to certify the accuracy and truthfulness of the risk adjustment data that they submitted. *See* 42 C.F.R. 422.504(1). This necessarily meant that every diagnosis they submitted needed to be supported by a valid medical record. *See U.S. v. United Healthcare Ins. Co.*, 848 F.3d 1161, 1179 (9th Cir. 2016). The Complaint makes clear that Defendants submitted hundreds of thousands of diagnostic codes for risk adjustment purposes based on 360 Forms, which as previously noted were not medical records. Comp. ¶¶ 90, 92. Because the codes did not represent actual diagnosed conditions, the submissions were inaccurate and thus constituted legally false claims. The claims were material because it is

well known that CMS relies on the accuracy of the data submitted by MA Organizations to make appropriate and accurate risk adjustment payments. Comp. ¶ 32; *see id.* at 1174-75.

**3. The pleading requirement of Rule 9(b) is satisfied because the submission of claims can be inferred from the delivery of the 360 Forms to Defendants' internal coders.**

Finally, Defendants argue that the pleadings do not satisfy Rule 9(b) because they do not (1) identify sufficient information about the claims, or (2) examples of false claims. However, the courts have held that where, as here, an alleged fraudulent scheme involves transactions occurring over a long period of time, it is impractical to plead the specifics for each and every instance of fraudulent conduct. *See U.S. ex rel. Wood v. Allergan, Inc.*, 246 F. Supp. 3d 772, 788 (S.D.N.Y. 2017). Thus, while including specific examples in the Complaint can satisfy the pleading requirement, this is not mandatory. *See U.S. ex rel. Silingo v. Wellpoint, Inc.*, 904 F.3d 667 (9th Cir. 2018). Specific dates also need not be alleged if that information is within a defendant's knowledge and control. *See U.S. ex rel. Chorches v. American Medical Response*, 865 F.3d 71, 83 (2d Cir. 2017).

As a result, to satisfy Rule 9(b) Relator need only plead facts that describe the circumstances of the scheme such that the details lead to a strong inference that claims were actually submitted.<sup>1</sup> *See Godecke v. Kinetic Concepts, Inc.*, 937 F.3d 1201, 1209 (9th Cir. 2019); *U.S. ex rel. Chorches v. American Medical Response*, 865 F.3d 71, 83 (2d Cir. 2017). Here, THM performed a large portion of the exams, and the Complaint contains significant details about them and the 360 Program, including statements made by Defendants about THM's performance. Comp. ¶¶ 51, 52, 72, 75, 80, 82, 88. Even Defendants acknowledge that THM possessed "thousands of records" of the exams. Def. letter p. 2. That the information from the exams was submitted to CMS can be inferred from the final delivery of the 360 Forms, with their description of the diseases, to Cigna's internal coders to generate diagnosis codes to be submitted to CMS. Comp. ¶ 91. Claim submission can also be inferred from the financial incentives that Cigna gave to contractors for risk score increases, and for the punishments it imposed on contractors for failing to retain or capture diagnoses. Comp. ¶¶ 78-79. Indeed, Cigna's very purpose for using contractors like THM in the first place was to capture diseases that could be reported to CMS.

Relator is confident that the Complaint can withstand Defendants' motion, however he will amend it to further clarify the allegations. Relator can, for example, list representative examples of 360 exams and cite testimony from the aforementioned arbitration confirming that claims derived from the 360 Forms were submitted. Relator proposes a deadline of 14 days following the date of the pre-motion conference in which to file the amendment.

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<sup>1</sup> In response to Defendants' claim that Relator relies on group pleading, the Courts have held that where multiple defendants engage in the same conduct, a complaint need not distinguish among defendants. *See U.S. ex rel. Silingo*, 904 F.3d at 677. Here, all of the Defendants operated in concert as "Cigna-HealthSpring" such that there is no way for Relator to differentiate among allegations that are common to the group. *Id.* For example, several defendants have overlapping boards of directors, report consolidated financials and use the "Cigna," "Cigna-HealthSpring" and "HealthSpring" brands interchangeably even though none of these brands is actually registered in any of their names (see attached **Exhibit B**). Defendants even use the names interchangeably in this case – referring to the proper party as "Cigna Medicare" in their September 8<sup>th</sup> letter, and "Cigna-HealthSpring" in their September 21<sup>st</sup> letter. Relator will, however, amend the Complaint to identify individual roles in the fraudulent conduct to the extent possible.

Respectfully Submitted,

/s/ Robert A. Cutler

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cc: Hon. Kenneth M. Karas (via ECF)

AMERICAN ARBITRATION ASSOCIATION

TEXAS HEALTH MANAGEMENT LLC,

Claimant,

v.

HEALTHSPRING LIFE & HEALTH  
INSURANCE COMPANY, INC.,

Respondent.

**Case No.: 01-17-0000-6403**

**PROTECTIVE ORDER**

Respondent HealthSpring Life & Health Insurance Co., Inc. (“HealthSpring”) and Claimant Texas Health Management LLC (“THM”) (collectively, the “Parties”) anticipate that certain of their confidential documents may be produced in the arbitration of the above-captioned matter (the “Arbitration”) and that such confidential records must be protected from further disclosure to the extent set forth in this Order. To expedite the flow of discovery material and the arbitration of this case, facilitate the prompt resolution of disputes over confidentiality, and adequately protect material entitled to be kept confidential, the Parties stipulate and agree as follows:

1. This Protective Order shall apply to all documents, electronically stored information, materials, things and other information, disclosed by a Party (the “Producing Party”) to the other party (the “Receiving Party”) that is (1) subject to discovery in this Arbitration, including without limitation, responses to requests for production of documents, answers to interrogatories, responses to requests for admissions, deposition testimony and all other discovery taken in connection with this Arbitration; (2) of a confidential or proprietary nature; or (3) filed, or served by either Party in this Arbitration (any such documents,

electronically stored information, materials, and other information being referred to hereinafter as “Disclosed Materials”).

2. Disclosed Materials may be designated by the Producing Party Producing Party as “Designated Material” as (a) “CONFIDENTIAL”; (b) “CONFIDENTIAL HEALTH INFORMATION”; or (c) “CONFIDENTIAL-ATTORNEYS’ EYES ONLY” (as such terms are defined in Paragraphs 5, 6 and 7 below) in accordance with this Protective Order. The burden of establishing that Disclosed Materials are CONFIDENTIAL,” “CONFIDENTIAL HEALTH INFORMATION,” or “CONFIDENTIAL-ATTORNEYS’ EYES ONLY shall be on the Producing Party.

3. Mass, indiscriminate or routinized designations are prohibited. Designation under this Order is allowed only if the designation is necessary to protect material that, if disclosed to a person not authorized to view it, would result in a material adverse effect on the Producing Party’s business or disclosure of protected health information or other personally identifiable information. In addition, Disclosed Materials may not be designated if designation is not necessary to protect a confidential or proprietary interest. If the Producing Party learns that any Disclosed Materials that it designated for protection do not qualify for protection at all or for the level of protection initially asserted, the Producing Party must promptly notify the other party thereof in writing and shall promptly withdraw the inapplicable designation.

4. In the event a Party disagrees with the designation of any Disclosed Materials as Designated Material, such Party shall serve a written notice of objection on the Producing Party which identifies the objectionable Materials and the reason(s) for the objection. If the Parties shall fail to resolve such objection within ten (10) business days after the receipt of such notice, either Party may seek an order from the arbitrator (if a single arbitrator is appointed) or

arbitration panel (if there is more than one arbitrator) as to whether such Materials are permitted to be designated as Designated Material hereunder.

5. “CONFIDENTIAL” means information which constitutes, sensitive business, research, development, commercial, or financial information that is not publicly available.

6. “CONFIDENTIAL HEALTH INFORMATION” means “protected health information” as such term and the scope of such term are defined by the Standard for Privacy of Individually Identifiable Health Information, 45 C.F.R. §§ 160.103 and 164.501, promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). HIPAA permits, and this Order contemplates, the disclosure of Confidential Health Information between Parties in this Arbitration. 45 C.F.R. § 164.512(e). Protected Health Information includes “individually identifiable health information” (as defined in 45 C.F.R. § 164.103) created or received by a covered entity that, subject to the provisions in 45 C.F.R. § 164.514(a) and 45 C.F.R. § 164.514(b), relates to:

- a. (i) the past, present, or future physical or mental health or condition of an individual; (ii) the provision of health care to an individual; or (iii) the past, present, or future payment for the provision of health care to an individual, but only to the extent that, in each case of clauses (i), (ii) or (iii) of this sentence, such information (x) identifies the individual or (y) with respect to which there is a reasonable basis to believe such information can be used to identify such individual; or
- b. medical bills, claims forms, data on claims submitted by health facilities and professionals, charge sheets, medical records, medical charts, test results, notes, dictation, invoices, itemized billing statements, remittance

advice forms, explanation of benefits, checks, notices, and requests, and all notes, summaries, compilations, extracts, abstracts or oral communications that are based on or derived from Confidential Health Information.

7. “CONFIDENTIAL-ATTORNEYS EYES’ ONLY” means CONFIDENTIAL information that is so highly sensitive that its disclosure to a receiving party would likely result in significant competitive or commercial disadvantage to the Producing Party.

8. Designated Material shall not be used or disclosed for any purpose other than the Arbitration and may be disclosed only as follows:

- a. **Parties:** Designated Material designated “CONFIDENTIAL” or “CONFIDENTIAL HEALTH INFORMATION” may be disclosed to Parties to this Arbitration or to any directors, managing directors, managers, officers, agents or employees of Parties, who have a need to see the information in connection with the Arbitration or assisting counsel in preparing for the Arbitration.
- b. **Witnesses:** Designated Material, including material designated as “CONFIDENTIAL,” “CONFIDENTIAL HEALTH INFORMATION” or “CONFIDENTIAL-ATTORNEYS’ EYES ONLY,” may be disclosed to a witness in this Arbitration, but only for purposes of testimony or preparation of testimony related to any proceeding, in this case, but it may not be retained by the witness. “CONFIDENTIAL” or “CONFIDENTIAL-ATTORNEYS’ EYES ONLY,” material may also be shown to the author or recipient of a document containing the information or, other than with respect to Confidential Health Information, a custodian or other person who otherwise possessed or knew the information.

Before Designated Material is disclosed for this purpose, each such person must agree to be bound by this Order, by signing a document substantially in the form of Exhibit A.

- c. **Outside Experts:** Designated Material, including material designated “CONFIDENTIAL-ATTORNEYS’ EYES ONLY,” may be disclosed to an outside expert (and the staffs of such experts) for the purpose of obtaining the expert’s assistance in the Arbitration. Before Designated Material is disclosed for this purpose, each such person (for themselves and their staff members) must agree to be bound by this Order, by signing a document substantially in the form of Exhibit A.
- d. **Counsel:** Designated Material, including material designated “CONFIDENTIAL” “CONFIDENTIAL HEALTH INFORMATION” or “CONFIDENTIAL ATTORNEYS’ EYES ONLY,” may be disclosed to counsel of record and in-house counsel for Parties to this Arbitration and their associates, paralegals, and regularly employed office staff.
- e. **Other Persons:** Designated Material may be provided as necessary to copying services, translators, and litigation support firms. Before Designated Material is disclosed to such third parties, each such person must agree to be bound by this Order by signing a document substantially in the form of Exhibit A.
- f. **Arbitrators:** Designated Material including material designated “CONFIDENTIAL” “CONFIDENTIAL HEALTH INFORMATION” or “CONFIDENTIAL ATTORNEYS’ EYES ONLY,” may also be provided as necessary and in conjunction with the terms of this Order to any individual

arbitrator or arbitrators in the Arbitration (individually, “Arbitrator”), to the American Arbitration Association, or their respective staffs (including, without limitation, any Case Manager), including but not limited to filings, briefs, pleadings, memorials, submissions, notices, exhibits, reports, presentations, correspondence, and document disclosures.

9. The Parties are authorized through discovery to request, receive, subpoena, produce, and transmit Confidential Health Information pertaining to the individuals who have provided Confidential Health Information, whether directly or indirectly, to the Parties and other HIPAA covered entities to the extent such information is otherwise discoverable. Accordingly, the Parties (and nonparties producing pursuant to subpoenas from the Parties) may produce Confidential Health Information without consent of the patient or his or her legal representative and without providing notice to the patients as long as it is designated “CONFIDENTIAL HEALTH INFORMATION” subject to this Protective Order and such disclosure complies with the provisions of HIPAA and any other applicable privacy laws.

10. The Receiving Party is prohibited from using Confidential Health Information disclosed to it by the Producing Party under this Order for any purpose other than this Arbitration and will be required to return any such information at the end of the Arbitration, upon request of the Producing Party. All Confidential Health Information produced in this Arbitration shall remain subject to the confidentiality terms of this Order after the termination of the Arbitration, absent contrary Order by the Arbitral Panel.

11. Prior to disclosing or displaying any Designated Material to any person, counsel shall:

- a. Inform the person of the confidential nature of the Designated Material; and

- b. Inform the person that he/she is enjoined from using the Designated Material for any purpose other than this Arbitration and is enjoined from disclosing the information or documents to any other person.

12. A Party having custody of Designated Material disclosed to it by the Producing Party under this Order shall maintain it in a manner that limits access to the Designated Material to only those persons permitted such access under this Order.

13. Counsel shall maintain all signed agreements by which persons have consented to be bound by this Order.

14. Designated Material shall be designated by prominently stamping or otherwise marking the documents with the words “CONFIDENTIAL”, “CONFIDENTIAL HEALTH INFORMATION” or “CONFIDENTIAL- ATTORNEYS’ EYES ONLY,” thus clearly identifying the category of Designated Material for which protection is sought under the terms of this Order. Designated Material not reduced to documentary form shall be designated by the Producing Party in a reasonably equivalent way.

15. The Producing Party will only designate Disclosed Materials as “CONFIDENTIAL”, “CONFIDENTIAL HEALTH INFORMATION” or “CONFIDENTIAL- ATTORNEYS’ EYES ONLY” if the Disclosed Materials contain confidential information. A Party may designate as “CONFIDENTIAL”, “CONFIDENTIAL HEALTH INFORMATION” or “CONFIDENTIAL-ATTORNEYS’ EYES ONLY” any Disclosed Materials that are in the possession of a third party if the Disclosed Materials contain the party’s Confidential or Confidential-Attorneys’ Eyes Only Information. Designations shall be made on a document-by-document basis, including within families of documents, meaning that a family of documents should not be tagged “CONFIDENTIAL”, “CONFIDENTIAL HEALTH INFORMATION” or

“CONFIDENTIAL-ATTORNEYS’ EYES ONLY” merely because the Producing Party determines that one of the documents within the family should have such designation.

16. If a Receiving Party learns that Designated Materials produced to it have been disclosed to any party or person(s) other than the party or person(s) authorized by this Protective Order, the Receiving Party responsible for the disclosure must immediately inform the Producing Party of such disclosure and shall make a good faith effort to retrieve any Designated Materials so disclosed and to prevent disclosure by each unauthorized person who received such information.

17. A party may submit a request in writing to the Producing Party that the designation be modified or withdrawn. A party does not waive its right to challenge a confidentiality designation by electing not to mount a challenge promptly after the original designation is disclosed. If the Producing Party does not agree to the re-designation within fifteen (15) business days, the objecting party may apply to the Arbitral Panel for relief. Unless and until the Arbitral Panel grants the objecting party’s requested relief, the Designated Materials shall be treated as designated. Upon any such application, the burden shall be on the Producing Party to show why the designation is proper. Before serving a written challenge, the objecting party must attempt in good faith to meet and confer with the Producing Party in an effort to resolve the matter. The Arbitral Panel may award sanctions if it finds that a party’s position was taken without substantial justification.

18. Deposition transcripts or portions thereof may be designated either (a) when the testimony is recorded, or (b) by written notice to all counsel of record, given within thirty (30) business days after the Producing Party’s receipt of the transcript, in which case all counsel receiving such notice shall be responsible for marking all copies of the designated transcript or

portion thereof in their possession or control as directed by the Producing Party. Pending expiration of the thirty (30) business days, the deposition transcript shall be treated as Designated Material. When testimony is designated at a deposition, the Producing Party may exclude from the deposition all persons other than those to whom the Designated Material may be disclosed under Paragraph 6 of this Order. Any party may mark Designated Material as a deposition exhibit, provided the deposition witness is one to whom the Designated Material may be disclosed under Paragraph 6 of this Order and the exhibit and related transcript pages receive the same confidentiality designation as the original Designated Material.

19. This Protective Order does not limit the use of Designated Material in any arbitration proceeding, such as hearings or teleconferences. Nor does it prohibit a party from seeking additional relief relating to the potential disclosure of Designated Material in connection with any arbitration proceeding such as hearings or teleconferences. To the extent a party desires protection with respect to the use of Designated Materials at any arbitration proceeding, the party shall seek appropriate relief from the arbitrator (if a single arbitrator is appointed) or Arbitral Panel (if more than one arbitrator is appointed), in advance of the hearing where possible. The Parties agree to act in good faith with respect to the use of Designated Material in connection with any arbitration proceeding such as hearings or teleconferences where such Designated Material was not included in the record filed in connection for such proceeding, including acting in good faith with respect to providing a Designating party an opportunity to seek protection of such Designated Material.

20. Upon final termination of this Arbitration, all Designated Material and copies thereof shall be returned promptly (and in no event later than forty-five (45) days after entry of final judgment) to the Producing Party, or certified as destroyed to counsel of record for the

Producing Party. A receiving party who has disclosed Designated Materials to other parties or person(s) as permitted by this Protective Order is responsible for using reasonable efforts to ensure that such parties or person(s) return all Designated Materials to the Producing Party, or to obtain from those parties or person(s) written certification that the Designated Materials have been destroyed. Notwithstanding the foregoing, counsel to whom Designated Material is disclosed under Paragraph 6(D) of this Order may retain Designated Material where it is technically infeasible to return or destroy that material at the conclusion of the Arbitration, and may retain copies of pleadings, expert reports (as counsel in good faith deems necessary to retain, after notice to the Producing Party, provided that, if the Producing Party objects to the such retention, then within thirty (30) days thereof, or upon such other time agreed to by the Parties, the Parties will jointly submit the dispute to the Arbitral Panel) and correspondence, but counsel must apply the same degree of confidentiality protection to such Designated Material as it applies to its own confidential client files and records.

21. Inadvertent production of confidential material prior to its designation as such in accordance with this Order shall not be deemed a waiver of a claim of confidentiality. Any such error shall be corrected within a reasonable time. The party receiving such notice of an inadvertent production of confidential material shall make a reasonable, good faith effort to ensure that any analyses, memoranda, notes or other such materials generated based upon such newly designated information are immediately treated as containing Designated Material.

22. Nothing in this Order shall require disclosure of information protected by the attorney-client privilege, or other privilege or immunity, and the inadvertent production of such information shall not operate as a waiver. If a Producing Party becomes aware that it has inadvertently produced information protected by the attorney-client privilege, or other privilege

or immunity, the Producing Party will promptly notify each receiving party in writing of the inadvertent production.

When a party receives notice of such inadvertent production, it shall return or destroy all copies of inadvertently produced material within three (3) business days and also take all reasonable steps to destroy any notes or summaries referring or relating to any such inadvertently produced material subject to claim of privilege or immunity within such time. Nothing herein shall prevent the receiving party from challenging the propriety of the attorney-client privilege or work product immunity or other applicable privilege designation with the Arbitral Panel. Such challenge must be made in writing by the receiving party to the Producing Party within three (3) business days of receiving the Producing Party's written notice of inadvertent production. Upon such a challenge, the Producing Party bears the burden of establishing the privileged or protected nature of any inadvertently produced information or material. Each receiving party shall not be obligated to return or destroy the materials subject to challenge until any issue of privilege or protection is resolved by agreement of the Parties or by the Arbitral Panel, during which time each receiving party shall refrain from distributing or otherwise using the inadvertently disclosed information or material for any purpose, except that a receiving party may use the inadvertently produced information or materials to challenge the propriety of the asserted privilege or immunity.

If a Receiving Party becomes aware that it is in receipt of Disclosed Materials which it knows or reasonably should know is privileged or protected, counsel for the receiving party shall immediately take steps to (i) stop reading such information or materials, (ii) notify counsel for the Producing Party of such information or materials, (iii) collect all copies of such information or materials in its possession or control, (iv) return such information or materials to

the Producing Party, and (v) otherwise comport themselves with the applicable provisions of the Rules of Professional Conduct.

23. In the event that Designated Material disclosed during the course of this Arbitration is sought by any person or entity not a party to this Arbitration, whether by subpoena in another action or service with any legal process, the party receiving such subpoena or service shall immediately notify in writing counsel of record for the Producing Party if such subpoena or service demands the production of Designated Materials of such Producing Party. It is the Producing Party's burden to intervene if it desires to quash all or portions of the subpoena or request based on confidentiality concerns. Any such person or entity seeking such Designated Materials by attempting to enforce such subpoena or other legal process shall be apprised of this Protective Order by counsel of record for the party upon whom the subpoena or process was served.

24. None of the provisions of this Order shall apply to any documents or information that: (a) at or prior to disclosure thereof in this Arbitration, are or were a matter of public knowledge or were independently obtained by the receiving party from a third party having the right to disclose the same; (b) after disclosure thereof, become public knowledge other than by act or omission of the receiving party or its agents, experts, and attorneys; (c) are disclosed by the Producing Party to a third party who is not subject to this Protective Order and who does not have an obligation to maintain the confidentiality of Designated Materials; (d) were obtained outside of this Arbitration by the receiving party from the Producing Party without it having been designated as confidential or without any other attendant obligation of confidentiality, (e) is already in the Receiving Party's possession or control prior to the date of disclosure by the

Producing Party or (f) has or becomes independently developed by the Receiving Party with use or reference to any Designated Materials.

25. The foregoing is entirely without prejudice to the right of any party to apply to the arbitrator (if a single arbitrator is appointed) or Arbitral Panel (if more than one arbitrator is appointed) for any further Protective Order relating to Designated Material; or to object to the production of Designated Material; or to apply to the Arbitral Panel for an order compelling production of Designated Material; or for modification of this Order; or to seek any other relief from the Arbitral Panel.

26. In the event anyone shall violate or threaten to violate the terms of this Protective Order, the aggrieved party immediately may apply to obtain injunctive relief against any such person violating or threatening to violate any of the terms of this Protective Order, and, in the event that the aggrieved party does so, the responding party, subject to the provisions of this Protective Order, shall not employ as a defense to that claim that the aggrieved party possesses an adequate remedy at law.

27. During the pendency of the above-captioned Arbitration, the arbitrator (if a single arbitrator is appointed) Arbitral Panel (if more than one arbitrator is appointed) shall have the authority to enforce the obligations undertaken by the Parties in this Protective Order, to remedy any breach of this Protective Order, and/or to grant any relief needed to secure compliance with this Protective Order. The Parties and other persons subject to this Protective Order hereby consent to submit to the jurisdiction of a state or federal court in the State of Texas for purposes of the enforcement of or resolution of any disputes that may arise in connection with the terms of or compliance with this Protective Order after the full and final resolution of all matters raised in the above-captioned Arbitration.

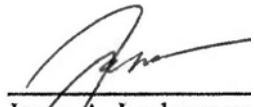
28. No part of the restrictions imposed by this Protective Order may be waived or terminated, except by written stipulation executed by counsel of record for each Producing Party or by an Order from the arbitrator (if a single arbitrator is appointed) Arbitral Panel (if more than one arbitrator is appointed) for good cause shown.

29. This Protective Order may be modified, and any matter related to it may be resolved, by written stipulation of the Parties without further Order of the Arbitral Panel.

30. This Stipulation and Protective Order may be executed in counterparts, all of which together shall constitute one and the same instrument, and signatures transmitted by electronic means (e.g., facsimile, pdf) shall be deemed the equivalent of original signatures.


STIPULATED AND AGREED:

Dated: February 13, 2017

  
\_\_\_\_\_  
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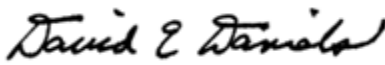
*Attorneys for Respondent HealthSpring  
Life & Health Insurance Company, Inc.*

Dated: February 13, 2017

  
\_\_\_\_\_  
Robert A. Cutler  
General Counsel  
Texas Health Management LLC  
100 Patrick Road  
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*Attorney for Claimant Texas Health  
Management LLC*

SO ORDERED:

  
\_\_\_\_\_  
David E. Daniels  
Emergency Arbitrator

Dated: February 17, 2017

**EXHIBIT A**

**AMERICAN ARBITRATION ASSOCIATION**

TEXAS HEALTH MANAGEMENT LLC,

Claimant,

v.

HEALTHSPRING LIFE & HEALTH  
INSURANCE COMPANY, INC.,

Respondent.

**Case No.: 01-17-0000-6403**

**DECLARATION AND CONFIDENTIALITY UNDERTAKING**

I certify that I have received and carefully read the Stipulation and Protective Order (“Order”) in this matter and that I fully understand its terms. I agree to comply with and be bound by the terms of the Order, and I further agree that I shall use materials provided to me in connection with this matter only in accordance with the terms of the Order and for no other purpose.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Present Employer or Other Business Affiliation

\_\_\_\_\_  
Business Address



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### Business Inquiry

#### Additional Principals

**Business ID:** 0269827      **Business Name:** CONNECTICUT GENERAL CORPORATION

Total Number of Principals : 16

<b>Name:</b>	<b>Business Address:</b>	<b>Residence Address:</b>
DAVID BOURDON DIRECTOR	900 COTTAGE GROVE ROAD, HARTFORD, CT, 06152, USA	900 COTTAGE GROVE ROAD, HARTFORD, CT, 06152, USA
JULIA BRNCIC DIRECTOR	900 COTTAGE GROVE ROAD, HARTFORD, CT, 06152, USA	900 COTTAGE GROVE ROAD, HARTFORD, CT, 06152, USA
MARY T. AGOGLIA HOELTZEL DIRECTOR	900 COTTAGE GROVE ROAD, HARTFORD, CT, 06152, USA	900 COTTAGE GROVE ROAD, HARTFORD, CT, 06152, USA
RYAN LOYD DIRECTOR	900 COTTAGE GROVE ROAD, HARTFORD, CT, 06152, USA	900 COTTAGE GROVE ROAD, HARTFORD, CT, 06152, USA
JOHN MIMLITZ DIRECTOR	900 COTTAGE GROVE ROAD, HARTFORD, CT, 06152, USA	900 COTTAGE GROVE ROAD, HARTFORD, CT, 06152, USA
CARRIE CASCANI DIRECTOR	900 COTTAGE GROVE ROAD, HARTFORD, CT, 06152, USA	900 COTTAGE GROVE ROAD, HARTFORD, CT, 06152, USA
JONATHAN WINDERMAN DIRECTOR	900 COTTAGE GROVE ROAD, HARTFORD, CT, 06152, USA	900 COTTAGE GROVE ROAD, HARTFORD, CT, 06152, USA
JAMES YABLECKI DIRECTOR/PRESIDENT	900 COTTAGE GROVE ROAD, HARTFORD, CT, 06152, USA	900 COTTAGE GROVE ROAD, HARTFORD, CT, 06152, USA
MARK FLEMING VICE PRESIDENT	900 COTTAGE GROVE ROAD, HARTFORD, CT, 06152, USA	900 COTTAGE GROVE ROAD, HARTFORD, CT, 06152, USA
JOANNE HART VICE PRESIDENT	900 COTTAGE GROVE ROAD, HARTFORD, CT, 06152, USA	900 COTTAGE GROVE ROAD, HARTFORD, CT, 06152, USA
JILL STADELMAN SECRETARY	900 COTTAGE GROVE ROAD, HARTFORD, CT, 06152, USA	900 COTTAGE GROVE ROAD, HARTFORD, CT, 06152, USA
SCOTT LAMBERT VICE PRESIDENT/TREASURER	900 COTTAGE GROVE ROAD, HARTFORD, CT, 06152, USA	900 COTTAGE GROVE ROAD, HARTFORD, CT, 06152, USA
EDWARD POTANKA VICE PRESIDENT	900 COTTAGE GROVE ROAD, HARTFORD, CT, 06152, USA	900 COTTAGE GROVE ROAD, HARTFORD, CT, 06152, USA
RICHARD GRAY VICE PRESIDENT	900 COTTAGE GROVE ROAD, HARTFORD, CT, 06152, USA	900 COTTAGE GROVE ROAD, HARTFORD, CT, 06152, USA
DREW REYNOLDS VICE PRESIDENT	900 COTTAGE GROVE ROAD, HARTFORD, CT, 06152, USA	900 COTTAGE GROVE ROAD, HARTFORD, CT, 06152, USA
DANIEL SPILLANE VICE PRESIDENT	900 COTTAGE GROVE ROAD, HARTFORD, CT, 06152, USA	900 COTTAGE GROVE ROAD, HARTFORD, CT, 06152, USA



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### Business Inquiry

#### Additional Principals

**Business ID:** 1114213      **Business Name:** HEALTHSPRING, INC.

Total Number of Principals : 7

<b>Name:</b>	<b>Business Address:</b>	<b>Residence Address:</b>
MARY T. AGOGLIA HOELTZEL DIRECTOR	530 GREAT CIRCLE ROAD, NASHVILLE, TN, 37228, USA	530 GREAT CIRCLE ROAD, NASHVILLE, TN, 37228, USA
JAMES YABLECKI DIRECTOR	530 GREAT CIRCLE ROAD, NASHVILLE, TN, 37228, USA	530 GREAT CIRCLE ROAD, NASHVILLE, TN, 37228, USA
RYAN MCGROARTY DIRECTOR	530 GREAT CIRCLE ROAD, NASHVILLE, TN, 37228, USA	530 GREAT CIRCLE ROAD, NASHVILLE, TN, 37228, USA
MARK FLEMING VICE PRESIDENT	530 GREAT CIRCLE ROAD, NASHVILLE, TN, 37228, USA	530 GREAT CIRCLE ROAD, NASHVILLE, TN, 37228, USA
JOANNE HART VICE PRESIDENT	530 GREAT CIRCLE ROAD, NASHVILLE, TN, 37228, USA	530 GREAT CIRCLE ROAD, NASHVILLE, TN, 37228, USA
TERESA JORDAN SECRETARY	530 GREAT CIRCLE ROAD, NASHVILLE, TN, 37228, USA	530 GREAT CIRCLE ROAD, NASHVILLE, TN, 37228, USA
SCOTT LAMBERT VICE PRESIDENT/TREASURER	530 GREAT CIRCLE ROAD, NASHVILLE, TN, 37228, USA	530 GREAT CIRCLE ROAD, NASHVILLE, TN, 37228, USA



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### Business Inquiry

#### Additional Principals

**Business ID:** 0131036      **Business Name:** CIGNA HOLDING COMPANY

Total Number of Principals : 5

<b>Name:</b>	<b>Business Address:</b>	<b>Residence Address:</b>
TIMOTHY BUCKLEY DIRECTOR/VICE PRESIDENT/TREASURER	900 COTTAGE GROVE ROAD, WILDE BUILDING, BLOOMFIELD, CT, 06152, USA	900 COTTAGE GROVE ROAD, WILDE BUILDING, BLOOMFIELD, CT, 06152, USA
MARY T. AGOGLIA HOELTZEL DIRECTOR	900 COTTAGE GROVE ROAD, WILDE BUILDING, BLOOMFIELD, CT, 06152, USA	900 COTTAGE GROVE ROAD, WILDE BUILDING, BLOOMFIELD, CT, 06152, USA
ERIC PALMER DIRECTOR/ CHIEF FINANCIAL OFFICER	900 COTTAGE GROVE ROAD, WILDE BUILDING, BLOOMFIELD, CT, 06152, USA	900 COTTAGE GROVE ROAD, WILDE BUILDING, BLOOMFIELD, CT, 06152, USA
DAVID CORDANI PRESIDENT/CHIEF EXECUTIVE OFFICER	900 COTTAGE GROVE ROAD, WILDE BUILDING, BLOOMFIELD, CT, 06152, USA	900 COTTAGE GROVE ROAD, WILDE BUILDING, BLOOMFIELD, CT, 06152, USA
JILL STADELMAN SECRETARY	900 COTTAGE GROVE ROAD, WILDE BUILDING, BLOOMFIELD, CT, 06152, USA	900 COTTAGE GROVE ROAD, WILDE BUILDING, BLOOMFIELD, CT, 06152, USA

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## Typed Drawing

**Word Mark** HEALTHSPRING

**Goods and Services** IC 044. US 100 101. G & S: health care services. FIRST USE: 19940110. FIRST USE IN COMMERCE: 19940110

**Mark Drawing Code** (1) TYPED DRAWING

**Serial Number** 78151196

**Filing Date** August 6, 2002

**Current Basis** 1A

**Original Filing Basis** 1A

**Published for Opposition** March 11, 2003

**Registration Number** 2721573

**Registration Date** June 3, 2003

**Owner** (REGISTRANT) Carlson, James G. INDIVIDUAL UNITED STATES 3 Clarks Branch Road Great Falls VIRGINIA 22066  
(LAST LISTED OWNER) CIGNA INTELLECTUAL PROPERTY, INC. CORPORATION DELAWARE 300 BELLEVUE PARKWAY WILMINGTON, DELAWARE 19809

**Assignment Recorded** ASSIGNMENT RECORDED

**Prior Registrations** 1941515

**Type of Mark** SERVICE MARK

**Register** PRINCIPAL

**Affidavit Text** SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20120626.

**Renewal** 1ST RENEWAL 20120626

**Live/Dead Indicator** LIVE

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# CIGNA-HEALTHSPRING

**Word Mark** CIGNA-HEALTHSPRING

**Goods and Services** IC 035. US 100 101 102. G & S: management of healthcare services provided by others. FIRST USE: 20130529. FIRST USE IN COMMERCE: 20130619

IC 036. US 100 101 102. G & S: providing health insurance services, namely, underwriting, issuance, administration and brokerage of insurance products in the field of life, medical, health, accident and disability. FIRST USE: 20130529. FIRST USE IN COMMERCE: 20130619

IC 044. US 100 101. G & S: health care services. FIRST USE: 20130529. FIRST USE IN COMMERCE: 20130619

**Standard Characters Claimed**

**Mark Drawing Code** (4) STANDARD CHARACTER MARK

**Serial Number** 85974402

**Filing Date** July 1, 2013

**Current Basis** 1A

**Original Filing Basis** 1A

**Published for Opposition** October 8, 2013

**Registration Number** 4455122

**Registration Date** December 24, 2013

**Owner** (REGISTRANT) Cigna Intellectual Property, Inc. CORPORATION DELAWARE 300 Bellevue Parkway Wilmington DELAWARE 19809

**Prior Registrations** 2721573;4298900;4299059;AND OTHERS

**Type of Mark** SERVICE MARK

**Register** PRINCIPAL

**Affidavit Text** SECT 15. SECT 8 (6-YR).

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**Word Mark** CIGNA

**Goods and Services** IC 035. US 100 101 102. G & S: Management of health care services provided by others. FIRST USE: 20120911. FIRST USE IN COMMERCE: 20120911

IC 036. US 100 101 102. G & S: Insurance underwriting in the fields of life, medical, health, accident and disability. FIRST USE: 20120911. FIRST USE IN COMMERCE: 20120911

IC 044. US 100 101. G & S: Health care services. FIRST USE: 20120911. FIRST USE IN COMMERCE: 20120911

**Mark Drawing Code** (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS

**Design Search Code** 04.07.02 - Objects forming a person; Person formed by objects  
05.01.25 - Cypress tree; Other trees or bushes; Willow tree  
26.01.21 - Circles that are totally or partially shaded.  
26.17.09 - Bands, curved; Bars, curved; Curved line(s), band(s) or bar(s); Lines, curved

**Serial Number** 85394277

**Filing Date** August 10, 2011

**Current Basis** 1A

**Original Filing Basis** 1B

**Published for Opposition** April 10, 2012

**Registration Number** 4298899

**Registration Date** March 5, 2013

**Owner** (REGISTRANT) CIGNA Intellectual Property, Inc. CORPORATION DELAWARE 300 Bellevue Parkway Wilmington DELAWARE 19809

**Prior Registrations** 1270224;1926164;2563544;AND OTHERS

**Description of Mark** Color is not claimed as a feature of the mark. The mark consists of the word "Cigna" below a tree figure design.

**Type of Mark** SERVICE MARK

**Register** PRINCIPAL

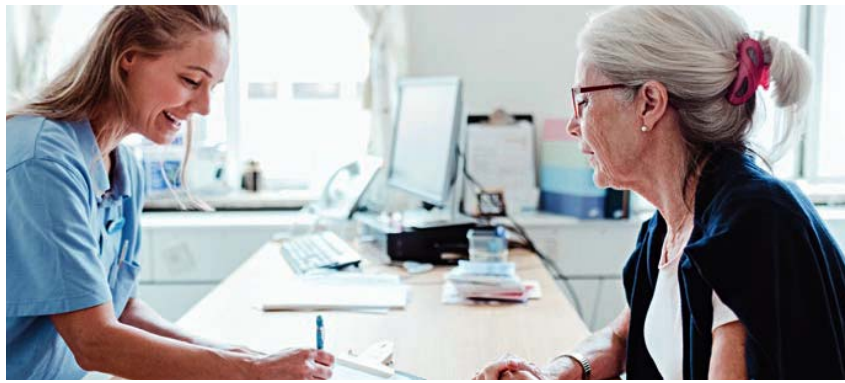
**Affidavit Text** SECT 15. SECT 8 (6-YR).

**Live/Dead Indicator** LIVE

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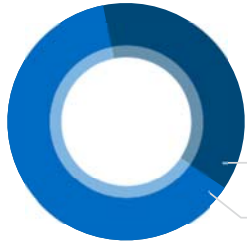
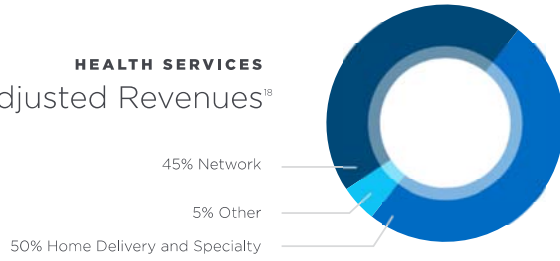


CIGNA 2019 ANNUAL REPORT

The Power of **We.**



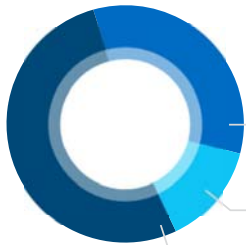
**HEALTH SERVICES**  
\$96.4B Adjusted Revenues<sup>18</sup>



**INTEGRATED MEDICAL**  
\$36.5B Adjusted Revenues<sup>18</sup>

33% Government  
67% Commercial

**INTERNATIONAL MARKETS**  
\$5.6B Adjusted Revenues<sup>18</sup>



**GROUP DISABILITY AND OTHER**  
\$5.2B Adjusted Revenues<sup>18</sup>

53% Disability  
33% Life  
14% Other

## PART I

### Item 1. BUSINESS

#### OVERVIEW

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Cigna Corporation, together with its subsidiaries (either individually or collectively referred to as “Cigna,” the “Company,” “we,” “our” or “us”) is a global health service organization.



Cigna is an enterprise uniquely capable of delivering affordability, predictability and simplicity of health care to those we serve. We have broad and deep capabilities that accelerate our strategy to achieve our mission of improving the health, well-being and peace of mind of those we serve. Cigna’s employees are champions for the people we serve and over the past decade, our focus has shifted to helping people thrive by offering solutions to prevent and better manage health challenges. When sickness or disability do occur, we support our customers’ ability to have broad choices in how they best access high quality, affordable care. We see three primary ways to help individuals maintain, improve or recover their physical or mental health: 1) behavioral and lifestyle changes – with over 1,000 health coaches helping individuals set and meet health goals; 2) pharmaceutical interventions – with our leading pharmacy services improving health and driving affordability; and 3) medical and surgical interventions – with a clear and proven strategy around partnerships and value-based care programs, powered by applied informatics and aligned incentives. We maximize use of evidence-based care, while delivering best-in-class quality of care for our customers with acute and chronic conditions through enhanced real-time data across an expanded platform with industry-leading solutions to support care decisions.

We offer a differentiated set of pharmacy, medical, behavioral, dental, disability, life and accident insurance and related products and services. Our capabilities include: 1) a broad portfolio of specialty services, some of which can be offered on a stand-alone basis; 2) integrated behavioral, medical and pharmacy management services; 3) leading specialty pharmacy expertise; and 4) advanced analytics that help us engage more meaningfully with individuals, plan sponsors we serve and our provider partners. These capabilities enhance Cigna’s ability to drive improved cost affordability, quality of care and predictability.

We put medicine within reach for patients and help providers improve access to prescription drugs by making them more affordable. We improve patient outcomes and better manage the cost of the pharmacy benefit by:

- Identifying products and offering innovative solutions that improve patient outcomes and control costs
- Evaluating medicines for efficacy, value and price to assist clients in selecting a cost-effective formulary

- Offering home delivery and specialty services that save money for clients and customers while providing better and specialized clinical care
- Leveraging purchasing volume to deliver discounts drive risk-sharing and value-based care across the pharmaceutical supply chain
- Promoting the use of generics and lowest cost, clinically effective brands of medications

We work with key stakeholders across the health care system to improve health outcomes and patient satisfaction, increase efficiency in drug distribution and manage costs of the pharmacy benefit. In 2019, we launched three major initiatives: 1) the Patient Assurance<sup>SM</sup> program that offers diabetic customers a low, fixed monthly out-of-pocket cost for insulin; 2) the Embarc Benefit Protection<sup>SM</sup> program that improves care, access and affordability for potentially life-changing medicines that are extremely costly and 3) our Digital Health Formulary that helps clients and customers get the most value from innovative digital health products. Plan sponsors and participants can achieve the best health and financial outcomes when they use our comprehensive set of solutions to manage drug spend.

We present the financial results of our businesses in the following segments:

**Health Services** includes pharmacy benefits management, specialty pharmacy services, clinical solutions, home delivery and health management services.

**Integrated Medical** offers a variety of health care solutions to employers and individuals.

- The **Commercial** operating segment serves employers (also referred to as “clients”) and their employees (also referred to as “customers”) and other groups. This segment provides deeply integrated medical and specialty offerings including medical, pharmacy, behavioral health, dental, vision, health advocacy programs and other products and services to insured and self-insured clients.
- The **Government** operating segment offers Medicare Advantage, Medicare Supplement, and Medicare Part D plans (including the acquired Express Scripts’ Medicare Part D business) for seniors, Medicaid plans and individual health insurance coverage both on and off the public exchanges.

**International Markets** includes supplemental health, life and accident insurance products and health care coverage in our international markets as well as health care benefits to globally mobile employees of multinational organizations.

**Group Disability and Other** contains the remainder of our business operations, consisting of the following:

- **Group Disability and Life** provides group long-term and short-term disability, group life, accident, voluntary and specialty insurance products and related services.
- **Corporate-Owned Life Insurance (“COLI”)** offers permanent insurance contracts sold to corporations to provide coverage on the lives of certain employees for financing employer-paid future benefit obligations.
- **Run-off businesses:**
  - **Reinsurance:** predominantly comprised of guaranteed minimum death benefit (“GMDB”) and guaranteed minimum income benefit (“GMIB”) business effectively exited through reinsurance with Berkshire Hathaway Life Insurance Company of Nebraska (“Berkshire”) in 2013.
  - **Settlement Annuity** business in run-off.
  - **Individual Life Insurance and Annuity and Retirement Benefits Businesses:** comprised of deferred gains from the sales of these businesses.

## Other Information

The financial information included in this Form 10-K for the fiscal year ended December 31, 2019 is in conformity with accounting principles generally accepted in the United States of America (“GAAP”) unless otherwise indicated. In the segment discussions that follow, we use the terms “adjusted revenues” and “pre-tax adjusted income from operations” to describe segment results. See the introduction to the Management Discussion and Analysis section of this Form 10-K for definitions of those terms. Industry rankings and percentages set forth herein are for the year ended December 31, 2019 unless otherwise indicated. In addition, statements set forth in this document concerning our rank or position in an industry or particular line of business have been developed internally based on publicly available information unless otherwise noted.

Cigna Holding Company (formerly Cigna Corporation) was incorporated in Delaware in 1981. Halfmoon Parent, Inc. was incorporated in Delaware in March 2018. Halfmoon Parent, Inc. was renamed Cigna Corporation concurrent with the consummation of the combination with Express Scripts on December 20, 2018.

You can access our website at <http://www.cigna.com> to learn more about our company. We make annual, quarterly and current reports and proxy statements and amendments to those reports available, free of charge through our website (<http://www.cigna.com>, under the “Investors—Quarterly Reports and SEC Filings” captions) as soon as reasonably practicable after we electronically file these materials with, or furnish them to, the Securities and Exchange Commission (the “SEC”). We also use our website as a means of disclosing material information and for complying with our disclosure obligations under the SEC’s Regulation FD (Fair Disclosure). Important information, including news releases, analyst presentations and financial information regarding Cigna is routinely posted on and accessible at <http://www.cigna.com>. Accordingly, investors should monitor the Investor Relations portion of our website, in addition to following our press releases, SEC filings and public conference calls and webcasts. The information contained on, or that may be accessed through, our website is neither incorporated by reference into nor a part of this report. See also “Code of Ethics and Other Corporate Governance Disclosures” in Part III, Item 10 of this Form 10-K for additional information regarding the availability of our Codes of Ethics on our website.

## HEALTH SERVICES

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This segment consists of pharmacy benefit management, home delivery and specialty pharmacy and certain health management services. In 2019, Health Services reported adjusted revenues of \$96.4 billion and pre-tax adjusted income from operations of \$5.1 billion.

### HOW WE WIN

- **Creating** innovative solutions that improve patient outcomes and control costs
- **Evaluating** medicines for efficacy, value and price to assist clients in selecting a cost-effective formulary
- **Offering** home delivery and specialty services that save money for clients and customers, while providing better and specialized clinical care
- **Leveraging** purchasing volume to deliver discounts and drive risk-sharing and value-based care across the pharmaceutical supply chain
- **Promoting** the use of generics and lowest-cost, clinically effective brands of medications

The following chart depicts a high-level summary of our principal products and services in this segment with definitions on subsequent pages.

<i>Principal Products &amp; Services</i>	<i>Brands/ Subsidiaries</i>	<i>Key Relationships</i>	<i>Primary Competitors</i>
<b>Pharmacy Dispensing</b>	Accredo®, Therapeutic Resource Centers®, Express Scripts Pharmacy <sup>SM</sup> , Cigna Home Delivery Pharmacy	Clients, Customers, Providers	Independent Pharmacy Benefit Managers (“PBMs”), Managed Care PBMs, Retail Pharmacies, Specialty Pharmacies
<b>Supply Chain Administration and Management</b>	Express Scripts, Smart90®, SmartShareRx®, Ascent Health Services, Econdisc	Clients, Customers	Independent PBMs, Managed Care PBMs, Third Party Benefit Administrators, Group Purchasing Organizations
<b>Clinical Solutions</b>	Health Connect 360 <sup>SM</sup> , Advanced Utilization Management, Express Scripts Digital Health Formulary, Fraud, Waste & Abuse	Clients, Customers	Independent PBMs, Managed Care PBMs, Third-Party Benefit Administrators
<b>Value-Based Programs</b>	SafeGuardRx®, Express Scripts Patient Assurance <sup>SM</sup> , Embarc Benefit Protection <sup>SM</sup>	Clients, Customers	Independent PBMs, Managed Care PBMs
<b>Provider Services</b>	CuraScript SD®	Health Care Providers, Clinics, Hospitals	Specialty Drug Distributors
<b>Health Benefit Management Services</b>	eviCore	Health Plans, Commercial and Government Payors	Health Plans, Third-Party Benefits Administrators, Clinical Solutions and Health Care Data Analytics Companies

## Principal Products & Services

*Pharmacy Benefit Management Services:* Our services drive high-quality, cost-effective care through prescription drug utilization and cost management. We support our clients’ plan design selections to deliver balanced affordability, choice, simplicity and convenience. We focus our solutions to align with our clients’ needs across care, cost and service. As a result, we believe we deliver better outcomes, higher customer satisfaction and a more affordable prescription drug benefit. The home delivery pharmacy operations of our Health Services segment consist of eight order processing pharmacies, eight patient contact centers and four high-volume automated home delivery dispensing pharmacies located throughout the United States. Health Services’ home delivery dispensing pharmacies are located in Arizona, Indiana, Missouri and New Jersey. Health Services also has seven specialty home delivery pharmacies and 38 specialty branch pharmacies.

- *Pharmacy Dispensing:*
  - *Home Delivery Pharmacy Services:* In addition to the order processing that occurs at our home delivery pharmacies, we operate several non-dispensing prescription processing facilities and customer contact centers. Our pharmacies provide greater safety and accuracy than retail pharmacies, convenient access to maintenance medications and better management of our clients’ drug costs through operating efficiencies. We are directly involved with the prescriber and customer through our home delivery pharmacies and our research shows that we achieve a higher level of generic substitutions, therapeutic interventions and better adherence than is achieved through retail pharmacy networks.
  - *Specialty Pharmacy Services:* Specialty medications are used primarily for the treatment of complex diseases. These medications are broadly characterized to include those with frequent dosing adjustments, intensive clinical monitoring, the need for customer training, specialized product administration requirements or medications limited to certain specialty pharmacy networks by manufacturers. Through a combination of assets and capabilities, we provide an enhanced level of predictable care and therapy management for customers taking specialty medications and increased visibility and improved outcomes for payors, as well as custom programs for biopharmaceutical manufacturers. Accredo Health Group (“Accredo”) is focused on dispensing injectable, infused, oral or inhaled drugs that require a higher level of clinical service and support than traditional pharmacies typically offer. Accredo supports successful outcomes for

customers and reduces waste for clients through specialty trained clinicians, a nationwide footprint, and a network of in-home nursing services, reimbursement and customer assistance programs and biopharmaceutical services.

- Drug Claim Adjudication: We process drug claims for home delivery, specialty, or retail networks by integrating retail network pharmacy administration, benefit design consultation, drug utilization review, drug formulary management and pharmacy fulfillment services. We administer payments to retail networks and bill benefits costs to our clients through our end-to-end adjudication services.
- Drug Utilization Review program: When pharmacies submit claims for prescription drugs to us, we review them electronically in real time for health and safety. We then alert the dispensing pharmacy of any detected issues. Clients may also choose to enroll in programs that result in communications about potential therapy concerns being sent to prescribers after the initial claim submission.
- Supply Chain Administration and Management:
  - Retail Network Pharmacy Administration: We contract with retail pharmacies to provide prescription drugs to customers of the pharmacy benefit plans we manage. In the United States, Puerto Rico and the Virgin Islands, we negotiate with pharmacies to discount drug prices provided to customers and manage national and regional networks responsive to client preferences related to cost containment, convenience of access for customers and network performance. We also manage networks of pharmacies customized for or under direct contract with specific clients and have contracted with pharmacy provider networks to comply with the Center for Medicare and Medicaid Services (“CMS”) access requirements for the federal Medicare Part D prescription drug program (“Medicare Part D”). All retail pharmacies in our network communicate with us online and in real-time to process prescription drug claims. When a plan customer presents their identification card at a network pharmacy, the pharmacy sends specific customer, prescriber and prescription information in an industry-standard format through our systems, which process the claim and respond to the pharmacy with relevant information to process the prescription.
  - Benefits Design Consultation: We consult with our clients on how best to structure and leverage the pharmacy benefit to meet plan objectives for affordable access to the prescription medications people need to stay healthy, and ensure the safe and effective use of those medications.
  - Drug Formulary Management: Formularies are lists of drugs with designations that may be used to determine drug coverage, customer out-of-pocket costs and communicate plan preferences in competitive drug categories. Our formulary management services support clients in establishing formularies that assist customers and physicians in choosing clinically-appropriate, cost-effective drugs and prioritize access, safety and affordability. We administer specific formularies on behalf of our clients, including standard formularies developed and offered by Express Scripts and custom formularies in which we play a more limited role. Most of our clients select standard formularies, governed by our National Pharmacy & Therapeutics Committee comprised of a panel of independent physicians and pharmacists in active clinical practice representing a variety of specialties and practice settings, typically with major academic affiliations. In making formulary recommendations, this committee considers only the drug’s safety and efficacy and not the cost of the drug, including any negotiated manufacturer discount or rebate arrangement. This process is designed to ensure the clinical recommendation is not affected by our financial arrangements. We fully comply with this committee’s clinical recommendations regarding drugs that must be included or excluded from the formulary based on their assessment of safety and efficacy.
  - Administration of Group Purchasing Organizations: Express Scripts operates various group purchasing organizations that negotiate pricing for the purchase of pharmaceuticals, fees and formulary rebates with pharmaceutical manufacturers on behalf of their participants. They also provide various administrative services to their participants including management and reporting.
- Clinical Solutions: We offer innovative clinical programs to help our clients drive better health outcomes at a lower cost by identifying and addressing potentially unsafe or wasteful prescribing, dispensing and use of prescription drugs and communicating with, or supporting communications with, physicians, pharmacies and customers.
  - Our Health Connect 360<sup>SM</sup> offering is a transformational, outcomes based clinical management program that bridges pharmacy, medical, lab and patient engagement data to develop insights and deliver personalized health care interventions. Clinical outcomes and quality metrics are tailored to client needs and guaranteed.
  - Through the Express Scripts Digital Health Formulary<sup>SM</sup> offering, we evaluate digital health solutions available on the market, providing a list of solutions that provide clinical effectiveness, data security, user-friendly experience and financial value.
  - Advanced Utilization Management programs are the number-one tool for decreasing client spend on pharmacy. These include prior authorization, drug quantity management, step therapy and preferred specialty management.
  - Enhanced Fraud, Waste & Abuse is an investigative service program that helps plan sponsors identify potential problem customers and prescribers with unusual or excessive utilization patterns. The program is designed to help identify outliers and situations of abnormal use or prescribing patterns by analyzing types of prescriptions, refill patterns and pharmacy utilization.

Other solutions include RationalMed<sup>®</sup>, ScreenRx<sup>®</sup>, ExpressAlliance<sup>®</sup>, Advanced Opioid Management<sup>®</sup>, and OnePA<sup>SM</sup> offerings, as well as Medication Therapy and Medical Benefit Drug Management.

- Value-Based Programs:
  - SafeGuardRx<sup>®</sup>: We offer a solution platform aimed at therapy classes that pose significant budgetary threats and clinical challenges to patients. Our solutions are designed to keep our clients ahead of the cost curve while providing customers the personalized care and access they need. These solutions are offered throughout our pharmacy benefit management services and include, but are not limited to care for: cardiovascular, diabetes, hepatitis, inflammatory conditions, migraine, multiple sclerosis, oncology, pulmonary, and rare conditions. Innovative programs, such as our SafeGuardRx program, combine utilization management controls with formulary management, the specialized care model of our Therapeutic Resource Center<sup>®</sup> program and comprehensive guarantees, and help us to change the market in key categories. Through our Therapeutic Resource Center<sup>®</sup> offering, we provide caring for customers with the most complex and costly chronic conditions including cardiovascular disease, diabetes, cancer, HIV, asthma, depression and other rare and specialty conditions. These services optimize the safe and appropriate dispensing of therapeutic agents, minimize waste and improve clinical and financial outcomes. Through these services, specialist pharmacists provide the expert, personalized care that customers increasingly demand. Notably, our programs covering oncology and inflammatory conditions have introduced a value-based contracting approach with payments now tied to a product's effectiveness.
  - Patient Assurance Program<sup>SM</sup>: This program addresses the need for greater affordability and access to insulin by providing a fixed out-of-pocket cost to customers in non-government funded benefit plans.
  - Embarc Benefit Protection<sup>SM</sup>: This program combines health benefit management, health services and specialty pharmacy capabilities to make emerging gene therapy treatments more affordable for the payor, the employer and the patient.
- Provider Services: CuraScript SD is a specialty distributor of pharmaceuticals and medical supplies (including injectable and infusible pharmaceuticals and medications to treat specialty and rare or orphan diseases) directly to health care providers, clinics and hospitals in the United States for office or clinic administration. Through this business, we provide distribution services primarily to office and clinic-based physicians who treat customers with chronic diseases and regularly order costly specialty pharmaceuticals. This business provides competitive pricing on pharmaceuticals and medical supplies, operates three distribution centers and ships most products overnight within the United States; it also provides distribution capabilities to Puerto Rico and Guam. It is a contracted supplier with most major group purchasing organizations and leverages our distribution platform to operate as a third-party logistics provider for several pharmaceutical companies.
- Health Benefit Management Services: eviCore is a leading provider of integrated health benefit management solutions that focus on driving adherence to evidence-based guidelines, improving the quality of patient outcomes and reducing the cost of care for our clients. eviCore manages: diagnostic imaging, comprehensive musculoskeletal disorders, sleep disorders, post-acute care, genetic lab, specialty pharmacy and medical oncology. eviCore contracts with health plans and other commercial and government payors to promote the appropriate use of health care services by the customers they serve. In certain instances, this occurs through capitated risk arrangements, when we assume the financial obligation for the cost of health care services provided to eligible customers covered by eviCore health care management programs.

#### **Customers**

- Clients: We provide services to managed care organizations, health insurers, third-party administrators, employers, union-sponsored benefit plans, workers' compensation plans, government health programs, providers, clinics, hospitals and others.
- Patients: Prescription drugs are dispensed to patients connected to the service offerings we provide to clients. Prescription drugs are dispensed primarily through networks of retail pharmacies under non-exclusive contracts with us and through our home delivery and specialty drug fulfillment pharmacies.

The Department of Defense's TRICARE<sup>®</sup> Pharmacy Program is the military health care program serving active-duty service customers, National Guard and Reserve customers and retirees, as well as their dependents. Under this contract, we provide online claims adjudication, home delivery services, specialty pharmacy clinical services, claims processing and contact center support and other services critical to managing pharmacy trend. In 2019, revenues from this contract were significant to the segment.

On January 30, 2019, Anthem, Inc. ("Anthem") exercised its right to early termination of its pharmacy benefit management services agreement, effective March 1, 2019. As of December 31, 2019, the transition of customers is substantially complete. For further discussion of our Anthem relationship, see the "Executive Summary – Key Transactions and Business Developments" section of our MD&A located in Part II, Item 7 of the Form 10-K. In 2019, Anthem revenues were significant to the segment.

In December 2019, Express Scripts and Prime Therapeutics LLC ("Prime") announced a three-year agreement designed to deliver care for Prime's clients and their patients by enhancing pharmacy networks and pharmaceutical manufacturer value.

## Competition

The health care industry has undergone periods of substantial consolidation and may continue to consolidate in the future. We believe the primary competitive factors in the industry include the ability to: negotiate with retail pharmacies to ensure our retail pharmacy networks meet the needs of our clients and customers; provide home delivery and specialty pharmacy services; negotiate discounts and rebates on prescription drugs with drug manufacturers; navigate the complexities of government-reimbursed business including Medicare, Medicaid and the public exchanges; manage cost and quality of specialty drugs; use the information we obtain about drug utilization patterns and consumer behavior to reduce costs for our clients and customers and the level of service we provide.

- Managed Care PBMs: CVS Caremark (owned by CVS Health Corporation), Envision Rx (owned by Rite Aid Corporation), Humana, IngenioRx (owned by Anthem), Optum (owned by UnitedHealth Group Inc.) and Prime Therapeutics (owned by a collection of Blue Cross / Blue Shield Plans) compete with us on a variety of products and in various regions throughout the United States.
- Independent PBMs: MedImpact and Navitus Health Solutions compete with us on a variety of products and in various regions throughout the United States.
- Retail Pharmacies: CVS Caremark, Walgreens Boots Alliance, Inc. and WalMart, Inc.
- Third-Party Benefits Administrators: Third parties that specialize in claim adjudication and benefit administration, such as Argus, are direct competitors. With the emergence of alternative benefit models through Private Exchanges, the competitive landscape also includes brokers, health plans and consultants. Some of these competitors may deploy greater financial, marketing and technological resources than we do and new market entrants, including strategic alliances aimed at modifying the current health care delivery models or entering the prescription drug sector from another sector of the health care industry, may increase competition as barriers to entry are relatively low.
- Clinical Solutions and Health Care Data Analytics Companies: OptumRx (owned by UnitedHealth Group Inc.), Anthem, Magellan Health, HealthHelp, Cotiviti, and Inovalon are among the companies that compete with us in this market.

## Operations

- Sales and Account Management: Our sales and account management teams market and sell pharmacy benefit management solutions and are supported by client service representatives, clinical pharmacy managers and benefit analysis consultants. These teams work with clients to develop innovative strategies that put medicine within reach of customers while helping health benefit providers improve access to and affordability of prescription drugs.
- Supply Chain: Our supply chain contracting and strategy teams negotiate and manage pharmacy network contracts, pharmaceutical and wholesaler purchasing contracts and manufacturer rebate contracts. As our clients continue to experience increased cost trends, our supply chain teams develop innovative solutions such as our SafeGuardRx program and narrow networks to combat these cost increases. In addition, our Formulary Consulting team, consisting of pharmacists and financial analysts, provides services to our clients to support formulary decisions, benefit design consultation and utilization management programs.
- Clinical Support: Our staff of highly trained health care professionals provides clinical support for our pharmacy benefit management and health benefit management services, including more specialized care for customers with select chronic and complex conditions. We operate condition-specific Therapeutic Resource Center facilities staffed with specialist pharmacists, nurses and other clinicians who provide personal and specialized customer care. Our clinical solutions staff of pharmacists and physicians provides clinical development and operational support for our pharmacy benefit management services. These health care providers conduct a wide range of activities including identifying emerging medication-related safety issues and alerting physicians, clients, and customers (as appropriate); providing drug information services; managing formulary; and developing utilization management, safety (drug utilization review) and other clinical interventions.

## Suppliers

We maintain an inventory of brand-name and generic pharmaceuticals in our home delivery and specialty pharmacies. Our specialty pharmacies also carry biopharmaceutical products to meet the needs of our customers, including pharmaceuticals for the treatment of rare or chronic diseases; if a drug is not in our inventory, we can generally obtain it from a supplier within one business day.

We purchase pharmaceuticals either directly from manufacturers or through authorized wholesalers. Health Services uses one wholesaler more than others in the industry, but holds contracts with other wholesalers if needs for an alternate source arise. Generic pharmaceuticals are generally purchased directly from manufacturers.

## Industry Developments

See the “Industry Developments” section of the MD&A in this Form 10-K for discussion of key industry developments impacting this segment.

## Intellectual Property Rights

Our Company’s Health Services-related trademark and service marks include, but are not limited to, the following: EXPRESS SCRIPTS®, MEDCO®, ACCREDO®, CURASCRIPSD®, EVICORE HEALTHCARE®, FREEDOM FERTILITY PHARMACY®, RATIONALMED®, SCREENRX®, EXPRESSALLIANCE®, THERAPEUTIC RESOURCE CENTER®, ADVANCED OPIOID MANAGEMENT®, SAFEGUARDRX®, CARDIOVASCULAR CARE VALUE<sup>SM</sup>, HEPATITIS CURE VALUE<sup>SM</sup>, MARKET EVENTS PROTECTION<sup>SM</sup>, ONCOLOGY CARE VALUE<sup>SM</sup>, DIABETES CARE VALUE<sup>SM</sup>, INFLAMMATORY CONDITIONS CARE VALUE<sup>SM</sup>, INFLATION PROTECTION<sup>SM</sup>, PULMONARY CARE VALUE<sup>SM</sup>, MULTIPLE SCLEROSIS CARE VALUE<sup>SM</sup>, HEALTH CONNECT 360<sup>SM</sup>, EMBARC BENEFIT PROTECTION<sup>SM</sup>, EXPRESS SCRIPTS PATIENT ASSURANCE<sup>SM</sup> and INSIDE RX®. We, or our affiliated companies, own trademark registrations for these and other company marks. Other names and marks referenced herein are the property of their respective owners.

We also hold a portfolio of patents and pending patent applications. We are not substantially dependent on any single patent or group of related patents.

## INTEGRATED MEDICAL

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Integrated Medical consists of a Commercial operating segment that includes our employer-sponsored medical coverage and a Government operating segment that includes Medicare offerings for seniors and individual insurance offerings both on and off the public health insurance exchanges. In 2019, Integrated Medical reported adjusted revenues of \$36.5 billion and pre-tax adjusted income from operations of \$3.8 billion.

### HOW WE WIN

- **Broad and deep portfolio of solutions** across Commercial and Government operating segments
- **Commitment** to highest-quality health outcomes and customer experiences
- **Collaborative** physician engagement models emphasizing value over volume of services
- **Integrated benefit solutions** that deliver value for our customers, clients and partners
- **Technology and data analytics** powering actionable insights and affordable, predictable solutions
- **Talented and caring people** embracing change and putting customers at the center of all we do

We differentiate ourselves by providing innovative, personalized, and affordable health care benefit solutions based on the unique needs of the individuals and clients we serve. We increase value through our integrated approach and use of technology and data analytics to enhance patient engagement and health care outcomes, underscoring our strategic focus on delivering an industry-leading customer experience. We continue to strengthen our collaborative relationships with providers as we accelerate our transition to a value-based reimbursement system.

We offer a mix of core health insurance products and services to employers, other groups and individuals along with specialty products and services designed to improve the quality of care, lower cost and help customers achieve better health outcomes. Many of these products are available on a standalone basis, but we believe they create additional value when integrated with a Cigna-administered health plan. Our products are available through several distribution channels including brokers, direct sales and public and private exchanges. Our three funding solutions (i.e., insured – experience-rated (“ER”), insured – guaranteed cost (“GC”), and administrative services only (“ASO”) arrangements) enable us to customize the amount of risk taken by, and lower costs for, our customers and clients.

The following chart depicts a high-level summary of our principal products and services in this segment, with definitions on subsequent pages.

<i>Principal Products &amp; Services</i>	<i>Major Brand(s)</i>	<i>Geography</i>	<i>Funding Solution(s)</i>	<i>Market Segment(s)</i>	<i>Primary Distribution Channel(s)</i>	<i>Primary Competitors</i>
<i>Commercial Medical</i>						
<b>Managed Care</b>	Cigna HealthCare	Nationwide	GC, ER, ASO	Commercial	Brokers, Private Exchanges, Direct	National Insurers, Local Healthplans, Third-Party Administrators (“TPAs”)
<b>Preferred Provider Organization (“PPO”)</b>	Cigna	Nationwide				National Insurers, TPAs
<b>Consumer-Driven</b>	Cigna	Nationwide				National Insurers, Local Health Maintenance Organizations (“HMOs”)
<i>Government Medical</i>						
<b>Individual and Family Plans</b>	Cigna Connect	9 states <sup>(1)</sup>	GC	Individual	Public and Private Exchanges	Local Healthplans, Start-ups, National Insurers
<b>Medicare Advantage</b>	Cigna	16 states <sup>(2)</sup> & District of Columbia	GC	Government	Direct, Brokers	National Insurers, Local Healthplans
<b>Medicare Stand-Alone PDPs</b>	Cigna, Express Scripts	Nationwide	GC	Government	Direct, Brokers	National Insurers
<b>Medicare Supplement</b>	Cigna	48 states <sup>(3)</sup> & District of Columbia	GC	Government	Brokers, Direct, Private Exchanges	National Insurers
<i>Specialty Products and Services</i>						
<b>Stop-Loss</b>	Cigna	Nationwide	GC	Commercial	Brokers, Direct	National Insurers, Specialty Companies
<b>Cost-Containment</b>	Cigna	Nationwide	GC, ER, ASO	Commercial	Direct	National Insurers, Specialty Companies
<b>Consumer Health Engagement</b>	Cigna	Nationwide	GC, ER, ASO	Commercial, Government	Brokers, Direct	National Insurers, Specialty Companies
<b>Pharmacy Management</b>	Cigna	Nationwide	GC, ER, ASO	Commercial, Government	Brokers, Direct	National PBMs
<b>Behavioral Health</b>	Cigna Behavioral Health	Nationwide	GC, ER, ASO	Commercial	Brokers, Direct	National Insurers, Specialty Companies
<b>Dental</b>	Cigna Dental HealthCare	Nationwide	GC, ER, ASO	Commercial, Government	Brokers, Direct	Dental Insurers, National Insurers

(1) AZ, CO, FL, IL, MO, NC, TN, TX, VA

(2) AL, AZ, AR, DE, FL, GA, IL, KS, MD, MS, MO, NC, PA, SC, TN, TX

(3) All states except MA and NY

## Principal Products & Services

### *Commercial Medical*

- Managed Care Plans are offered through our insurance companies, HMOs and TPA companies. HMO, LocalPlus®, Network Open Access and Open Access Plus plans use meaningful cost-sharing incentives to encourage the use of “in-network” versus “out-of-network” health care providers. The national provider network for Managed Care Plans is somewhat smaller than the national network used with the PPO plan product line.
- PPO Plans feature a network with broader provider access than the Managed Care Plans.
- Consumer-Driven Products are typically paired with a high-deductible medical plan and offer customers a tax-advantaged way to pay for eligible health care expenses. These products, consisting of health savings accounts, health reimbursement accounts and flexible spending accounts, encourage customers to play an active role in managing their health and health care costs.

### *Government Medical*

- Individual and Family Plans feature an insurance policy coupled with a network of health care providers in a geographic area who have been selected with cost and quality in mind.
- Medicare Advantage Plans allow Medicare-eligible beneficiaries to receive health care benefits, including prescription drugs, through a managed care health plan such as our coordinated care plans. Our Medicare Advantage Plans are primarily HMO plans marketed to individuals. A significant portion of our Medicare Advantage customers receive medical care from our value-based models that focus on developing highly engaged physician networks, aligning payment incentives to improved health outcomes and using timely and transparent data sharing.
- Medicare Stand-Alone Prescription Drug Products provide a number of prescription drug plan options, as well as service and information support, to Medicare and Medicaid eligible customers. Our stand-alone plans offer the savings of Medicare combined with the flexibility to provide enhanced benefits and a drug list tailored to an individual’s specific needs. Eligible beneficiaries benefit from broad network access and value-added services intended to promote wellness and affordability for our eligible beneficiaries.
- Medicare Supplement Plans provide Medicare-eligible beneficiaries with federally standardized Medigap-style plans. Beneficiaries may select among the various plans with specific plan options to meet their unique needs and may visit, without the need for a referral, any health care provider or facility that accepts Medicare throughout the United States.

### *Specialty Products and Services*

- Stop-Loss insurance coverage is offered to self-insured clients whose group health plans are administered by Cigna. Stop-loss insurance provides reimbursement for claims in excess of a predetermined amount for individuals, the entire group, or both.
- Cost-Containment Programs are designed to contain the cost of covered health care services and supplies. These programs reduce out-of-network utilization and costs, protect customers from balance billing and educate customers regarding the availability of lower cost in-network services. In addition, under these programs we negotiate discounts with out-of-network providers, review provider bills and recover overpayments. We charge fees for providing or arranging for these services. These programs may be administered by third-party vendors that have contracted with Cigna.
- Consumer Health Engagement services are offered to customers covered under plans administered by Cigna or by third-party administrators. These services consist of an array of health management, disease management and wellness services. Our Medical Management programs include case, specialty and utilization management and a Health Information line. Our Health Advocacy program services include early intervention in the treatment of chronic conditions and an array of health and wellness coaching. Additionally, we administer incentives programs designed to encourage customers to engage in health improvement activities.
- Pharmacy Management services and benefits can be combined with our medical offerings. The comprehensive suite of pharmacy management services available to clients and customers includes benefits management, specialty pharmacy services, clinical solutions, home delivery and certain health management services.
- Behavioral Health services consist of behavioral health care case management, employee assistance programs (“EAP”) and work/life programs. We focus on integrating our programs and services with medical, pharmacy and disability programs to facilitate customized, holistic care.