

AGREEMENT

between

THE CITY OF COCONUT CREEK

and

CIGNA HEALTH AND LIFE INSURANCE COMPANY

for

RFP NO. 06-05-24-11

MEDICAL WITH PRESCRIPTION DRUG, LIMITED VISION INSURANCE, AND HEALTH SAVINGS ACCOUNT SERVICES PORTION

THIS AGREEMENT is made and entered into this _____ day of _____, 2024 by and between the City of Coconut Creek, a municipal corporation, with principal offices located at 4800 West Copans Road, Coconut Creek, FL 33063 (the "City") and Cigna Health and Life Insurance Company with offices located at 900 Cottage Grove Road, Bloomfield, CT 06002 (the "Vendor") to provide the medical with prescription drug, limited vision insurance, and health savings account services portion of Medical with Prescription Drug, Dental, Vision, Health Savings Account (HSA), and Employee Assistance Program (EAP) Insurance Services pursuant to RFP No. 06-05-24-11.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Vendor agree as follows:

1) The Contract Documents

The contract documents consist of this Agreement, conditions of the contract of RFP No. 06-05-24-11, all addenda issued prior to, and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated therein.

2) The Work

The Vendor shall perform all work for the City required by the contract documents and as set forth below:

- a) Vendor shall furnish all labor, materials, and equipment necessary as indicated in the specifications herein.
- b) Vendor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Vendor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Vendor shall at all times have a competent supervisor on the job site to enforce these policies and procedures at the Vendor's expense.
- c) Vendor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Vendor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

3) Contract Price

The Agreement shall be performed in current funds pursuant to Attachment "A" - Schedule of Proposal Prices and Benefits and as per the approved budget.

4) Cost Adjustments

Costs for all services purchased under this contract shall remain firm for the first year of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment as standardly assessed in the industry. Any requested price increase shall be fully documented and submitted to the City at least one hundred twenty (120) days prior to October 1 each year ("anniversary date"). Any approved cost adjustments shall become effective upon the anniversary date of the contract.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented or increases are considered to be excessive. In the event the City does not wish to accept the adjusted prices and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

5) Contract Term

The initial contract period shall be for one (1) year beginning October 1, 2024.

6) Contract Extension

The City reserves the right to extend the Agreement for nine (9) additional one (1) year periods, providing both parties agree to the extension; all the terms, conditions and specifications remain the same; and such extension is approved by the City. Vendor shall give written notice to the City not less than one hundred-twenty (120) days prior to renewal date of any adjustment in the initial Contract amount. Agreement renewal shall be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the City.

In the event services are scheduled to end because of the expiration of this contract, the Vendor shall continue the service upon the request of the Contract Administrator. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Vendor shall be compensated for the service at the rate(s) in effect when the City invokes this extension clause.

7) Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Vendor/Contractor is an independent Vendor/Contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Vendor/Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Vendor's/Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Vendor/Contractor, which policies of Vendor/Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Vendor's/Contractor's funds provided for herein. The Vendor/Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Vendor/Contractor and the City and the City will not be liable for any obligation incurred by Vendor/Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

8) Assignment and Subcontracting

No assignment of this Agreement or any right occurring under this Agreement shall be made, in whole or in part, by the Vendor/Contractor without the express written consent of the City Commission which consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume the rights, duties and responsibilities of the Vendor/Contractor.

9) Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the following addresses. Notice shall be deemed received by the party for whom it is intended after the USPS certified mail process is completed and/or hand delivery.

CITY

City Manager
City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063
With a copy to the City Attorney at the same address.

VENDOR

Yesenia Sanchez, General Manager SFL/Caribbean
Cigna Health and Life Insurance Company
900 Cottage Grove Road
Bloomfield, CT 06002
Phone: 954-514-6887
Fax: 860-697-4470
Email: yesenia.sanchez@cignahealthcare.com

10) Agreement Subject to Funding

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Coconut Creek in the annual budget for each fiscal year of this Agreement, and is subject to termination without any penalty due to lack of funding.

11) Venue

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this Agreement is situated exclusively in the Seventeenth Judicial Circuit Court in and for Broward County, Florida or the United States District Court for the Southern District of Florida.

12) Signatory Authority

The Vendor shall provide the City with copies of requisite documentation evidencing that the signatory for Vendor has the authority to enter into this Agreement.

13) Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

14) E-Verify

1) Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

- 2) Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:
 - a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
 - b) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Coconut Creek; and
 - c) *By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.*

15) Foreign Gifts and Contracts

The Vendor must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes. Pursuant to Section 286.101(7)(b), Florida Statutes: "In addition to any fine assessed under [Section 286.101(7)(a), Florida Statutes], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision must automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission [Governor and Cabinet per Section 14.202, Florida Statutes] for good cause."

16) Privacy

To the extent applicable, Vendor must comply with the 2016 European Union's General Data Privacy Regulation (GDPR), which went into effect on May 25, 2018, EU's law "on the protection of natural persons with regard to the processing of personal data and the free movement of such data" and ISO/IEC 27001 for its internal system, and any integration with Customers.

17) Data Management

Vendor must provide Customers with Notice of Breach in accordance with Sections 501.171 and 282.3185, Florida Statutes, including mandatory conditions of cooperation with timely incident reporting, response activities/fact-gathering, public and agency notification requirements, severity level assessment, and after-action reporting.

18) Merger; Amendment

This Agreement constitutes the entire Agreement between the Vendor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Vendor and the City.

19) Interpretation

It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and accordingly the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. City of Coconut Creek, through its City Manager or designee and Cigna Health and Life Insurance Company, signing by and through Yesenia Sanchez, General Manager SFL/Caribbean, duly authorized to execute same.

CITY OF COCONUT CREEK

ATTEST:

Sheila N. Rose, City Manager Date

Joseph J. Kavanagh Date
City Clerk

Approved as to form and legal sufficiency:

Terrill C. Pyburn, City Attorney Date

[Vendor's Signature to Follow]

VENDOR
ATTEST:

Cigna Health and Life Insurance Company
Company Name

(Corporate Secretary)

Signature of President/Owner

Date

Type/Print Name of Corporate Secy.

Type/Print Name of President/Owner

(CORPORATE SEAL)

CORPORATE ACKNOWLEDGEMENT

STATE OF FLORIDA:

:SS

COUNTY OF _____:

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____, of _____ a _____ Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this _____ day of _____, 2024.

Signature of Notary Public
State of Florida at Large

Print, Type or Stamp
Name of Notary Public

- Personally known to me or
- Produced Identification

Type of I.D. Produced

- DID take an oath, or
- DID NOT take an oath.

ATTACHMENT A
SCHEDULE OF PROPOSAL PRICES AND BENEFITS
MEDICAL PLAN BENEFITS RESPONSE FORM – HDHP

HDHP	Plan Design	
	In Network	Out of Network
Network(s) Utilized	Cigna Open Access Plus	
Lifetime Maximum	Unlimited	
Calendar Year Deductible (CYD)	Embedded CYD/OOP Max	
Individual	\$2,500*	\$5,000
Family	\$3,200 (Ind) / \$5,000*	\$5,000 (Ind) / \$10,000
Out-of-Pocket Maximum		
Individual	\$5,000	\$10,000
Family	\$5,000 (Ind) / \$10,000	\$10,000 (Ind) / \$20,000
Member Coinsurance	10%	30%
Non-Hospital Services		
Primary Care Physician	10% After CYD	30% After CYD
Specialist Physician	10% After CYD	30% After CYD
Preventive Care	No Charge	30% After CYD
Independent Clinical Laboratory	10% After CYD	30% After CYD
Advanced Imaging (CT, PET, MRI)	10% After CYD	30% After CYD
Urgent Care Center	10% After CYD	10% After CYD
Telehealth (Urgent)	0% after CYD	Not Covered
Hospital Services		
Inpatient Hospital	10% After CYD	30% After CYD
Outpatient Hospital	10% After CYD	30% After CYD
Emergency Room (Waived if admitted)	10% After CYD	10% After In-Network CYD
Physician Services at Hospital	10% After CYD	30% After CYD
Mental Health & Substance Abuse		
Inpatient Hospital	10% After CYD	30% After CYD
Outpatient Services	10% After CYD	30% After CYD
Prescription Drugs		
Tier 1	\$15 After CYD	30% After CYD
Tier 2	\$35 After CYD	
Tier 3	\$60 After CYD	
Tier 4	\$80 After CYD	
Mail Order (90 day supply)	2x Retail Copay After CYD	

*IRS mandated HDHP minimum deductibles increase to \$1,600 (Ind) / \$3,200 (Fam) for plan years in 2024.

MEDICAL PLAN BENEFITS RESPONSE FORM – IN-NETWORK ONLY

In-Network Only	Plan Design
	In Network Only
Network(s) Utilized	Cigna Open Access Plus
Lifetime Maximum	Unlimited
Calendar Year Deductible (CYD)	Embedded CYD/OOP Max
Individual	\$1,000
Family	\$2,000
Out-of-Pocket Maximum	<i>Separate OOP Maximum for Rx</i>
Individual	\$6,350 Total \$4,000 Med / \$2,350 Rx
Family	\$12,700 Total \$8,000 Med / \$4,700 Rx
Member Coinsurance	20%
Office Visits	
Primary Care Physician	\$30 Copay
Specialist Physician	\$50 Copay
Preventive Services	No Charge
Laboratory Services	No Charge
Advanced Imaging (CT, PET, MRI)	20%
Urgent Care Center	\$75 Copay
Telehealth (Urgent)	No Charge
Hospital Services	
Inpatient Hospital	20% After CYD
Outpatient Hospital	20% After CYD
Emergency Room (Waived if admitted)	\$200 Copay
Physician Services at Hospital	20% After CYD
Mental Health/Substance Abuse	
Inpatient	20% After CYD
Outpatient Physician/All Other Services	\$50 Copay / No Charge
Prescription Drugs	<i>Separate OOP Maximum for Rx</i>
Tier 1	\$15 Copay
Tier 2	\$35 Copay
Tier 3	\$60 Copay
Tier 4	\$80 Copay
Mail Order (90 day supply)	2x Retail Copay

MEDICAL PLANS RATE RESPONSE FORM

Medical HDHP - Active	Rates
EE Only	\$1,052.35
EE + Spouse	\$1,894.75
EE + Child(ren)	\$1,798.29
EE + Family	\$2,562.04
Medical HDHP – Retiree/COBRA	Rates
EE Only	\$1,047.21
EE + Spouse	\$1,889.53
EE + Child(ren)	\$1,793.11
EE + Family	\$2,556.86
Medical OAPIN – Active/Retiree/COBRA	Rates
EE Only	\$1,286.37
EE + Spouse	\$2,316.02
EE + Child(ren)	\$2,198.08
EE + Family	\$3,131.70

*COBRA & Retiree Participant Rates may differ

LIMITED VISION PLAN BENEFITS RESPONSE FORM

LIMITED VISION PLAN	Plan Design	
	In Network	Out of Network
Network(s) Utilized	Cigna Vision	
Frequency	12 Months (Calendar Year Basis)	
Exam Copay	\$0	N/A
Exam Allowance	N/A	Up to \$45
Savings Program	20% discount on frames and/or lenses (not applicable to contact lenses)	N/A

LIMITED VISION PLAN RATE RESPONSE FORM

LIMITED VISION PLAN	Rates
EE Only	Included in Medical premium
EE + Spouse	Included in Medical premium
EE + Child(ren)	Included in Medical premium
EE + Family	Included in Medical premium