

**AGREEMENT**

*between*

**THE CITY OF COCONUT CREEK**

*And*

**CIGNA BEHAVIORAL HEALTH, INC.**

*for*

**MEDICAL WITH PRESCRIPTION DRUG, DENTAL, VISION, LIFE, AD&D, SHORT TERM DISABILITY,  
LONG TERM DISABILITY, AND EMPLOYEE ASSISTANCE PROGRAM INSURANCE SERVICES  
RFP NO. 03-28-18-10  
(EMPLOYEE ASSISTANCE PROGRAM INSURANCE SERVICES PORTION)**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 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 Behavioral Health, Inc. with offices located at 11095 Viking Drive, Suite 350, Eden Prairie, MN 55344 (the "Vendor") to provide the employee assistance insurance services portion of Medical with Prescription Drug, Dental, Vision, Life and AD&D, Short Term Disability, Long Term Disability, and Employee Assistance Program Insurance Services pursuant to RFP No. 03-28-18-10.

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. 03-28-18-10, 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 RFP No. 03-28-18-10. Pricing shall be as per Attachment "A" - Schedule of Proposal Prices and Benefits.

**4) Cost Adjustments**

Costs for all services purchased under this contract shall remain firm for the first twenty-four (24) months 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 five (5) years beginning October 1, 2018.

**6) Contract Extension**

The City reserves the right to extend the Agreement for five (5) 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**

Vendor is an independent Contractor under this Agreement. Personal services provided by the Vendor shall be by employees of the Vendor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the Vendor.

**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 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 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.

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

Scott E. Evelyn  
Cigna Behavioral Health, Inc.  
11095 Viking Drive, Suite 350  
Eden Prairie, MN 55344  
Phone: 954-514-6800  
Fax: 954-514-6906  
Email: scott.evelyn@cigna.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 based on lack of funding.

**11) Venue**

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place exclusively in the Seventeenth Judicial Circuit in and for Broward County, Florida and that all litigation between them in the federal courts shall take place exclusively in the Southern District in and for the State 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) 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.

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 Behavioral Health, Inc., signing by and through Scott Evelyn, Vice President, duly authorized to execute same.

**CITY OF COCONUT CREEK**

ATTEST:

\_\_\_\_\_  
Mary C. Blasi, City Manager      Date

\_\_\_\_\_  
Leslie Wallace May      Date  
City Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Terrill C. Pyburn, City Attorney      Date

**VENDOR**  
ATTEST:

Cigna Behavioral Health, Inc.  
\_\_\_\_\_  
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 \_\_\_\_\_, 2018.

\_\_\_\_\_  
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**

**EMPLOYEE ASSISTANCE PROGRAM RESPONSE FORM**

<b>Employee Assistance Program</b>	
Number of Face to Face Sessions Per Year	Up to 6 per year, per issue
Eligibility	All household members
Counseling & Relationship Support	Unlimited, toll free telephonic access 24/7
Online Resources	Unlimited Access
Relationship Issues	Included
Substance Abuse	Included
Marital Problems	Included
Work/Life Balance	Included
Child & Elder Care	Included
Stress Management	Included
Legal & Financial Services	Included
Identity Theft	Included
Manager & Supervisor Training	Combined pool of 28 hours per 1,000 employees
Initial Orientation Sessions	Combined pool of 28 hours per 1,000 employees
Employee Seminars	Combined pool of 28 hours per 1,000 employees
Critical Incident Debriefing	Combined pool of 28 hours per 1,000 employees
Brochures & Workplace Posters	Included
Comprehensive Reporting	Included
Rate Guarantee	24 months
Monthly Rate PEPM	<b>\$2.34</b>